



Monday, November 13, 2023
USD #333 USD333 Board of Education Regular Meeting

AGENDA FOR UNIFIED SCHOOL DISTRICT NO. 333
CLOUD COUNTY, KANSAS

6:00 PM

USD #333 Board of Education Administrative Offices, 217 W. 7th St., Concordia, KS 66901

A. OPENING ITEMS

1. Call To Order
2. Pledge of Allegiance
3. Members Present

B. CONSENT ITEMS

1. Adopt Agenda for Meeting
2. Approval of Minutes
3. Accept Gifts and Donations
4. Approval of Encumbrances as listed in the Superintendent's Report
5. Approval of Financial/Treasurer's Report/CapitalOne
6. Administrator/Building Reports
7. Vote on Consent Items

C. PUBLIC COMMENTS

Open Forum Guidelines

3

D. STUDENT/PATRON PARTICIPATION/RECOGNITION

E. INFORMATION/UPDATE/COMMUNICATION

1. High School Physics Presentation
2. AI - Artificial Intelligence

AI Article 2

6

AI Article

17

ChatGPT Draft

18

AI Pwpt

25

3. Key Club Organization Request - Kiwanis

F. EXECUTIVE SESSION

1. Superintendent Evaluation
2. Student Relations

G. BOARD ACTION ITEMS

1. Adoption of 403(b) LTG1
2023-2024 403b Negotiated Agreement Language
Concordia 403(b) Assurances (1)
Concordia 403(b)_457(b) Board Resolution (1) (1)
Concordia Participating Employer Agreement 2019-1 (1) (2)
Concordia Welcome Letter docx (1) (2) (1)

34

35

37

38

44

2. Smoky Hill ESC Interlocal Agreement STG1

3.	Early Graduation Request Conner Boden	
4.	Spring Break - March 11, 2024 BOE Meeting date change to March 18, 2024	
5.	Adopt BOE Policy JBCC - Enrollment of Nonresident Students	
6.	Food Service Truck	
	Food Service Truck info	46
	Briggs Bid CONCORDIA (1)	47
	Isuzu Cargo Van Quote - with Dock Friendly Liftgate	49
7.	Appointment of Board of Education Member	
H.	CERTIFIED and CLASSIFIED PERSONNEL	
1.	1. New Hires/Transfers/Resignations/Terminations of <u>CERTIFIED STAFF</u> for 2023-2024 School Year (if needed)	
2.	2. New Hires/Transfers/Resignations/Terminations of <u>CLASSIFIED STAFF</u> for 2023-2024 School Year (if needed)	
	Classified November 2023 LIST	50
I.	ADJOURN	



Concordia USD 333



Board of Education Meeting

Open Forum Guidelines

Guidelines for the Open Forum

1. Any person wishing to address the Board in public forum must sign up on the sign-up sheet. The presiding officer of the public meeting will moderate the open forum anticipating the forum will be limited to thirty minutes.
2. As a courtesy and as a part of the public record, each speaker should identify themselves with name and address. Each speaker will be allowed three (3) minutes to address the Board. The Board may engage the speaker for clarification of the issue. The three minutes time limit may go longer based on Board questions.
3. The Board will not debate past decisions made by the current governing body or any past governing body.
4. The Board seeks only constructive criticisms and suggestions.
5. The Board will only allow one speaker at a time and a proper decorum will be enforced.
6. Speakers should keep their comments short and to the point.
7. Engaging in active debate with the Board or anyone in the audience will not be allowed.
8. All remarks and suggestions must be respectful and courteous, free of name-calling and/or personal attacks.
9. Persons making comments which violate the privacy rights of district employees or students will be asked to stop speaking or cease their remarks immediately. If a patron or parent has a concern with one or more employee(s), the Board will refer that person to the appropriate employee or the Superintendent.
10. No remarks will be allowed that contain vulgarities or inappropriate language.
11. No speakers may have the floor more than one time until all who wish to speak have been given the opportunity. The presiding officer will determine the order of speakers.
12. All comments must be directed to the Board as a whole, not to any specific member or to any person who is not a Board member.

Procedures to address the Board during Open Forum:

1. Print your name on the sign-up sheet and list the topic of your presentation.
2. The sign-up sheet will be given to the Board President at the beginning of the meeting.
3. The Board President will call each person on the sign-up sheet during the public forum agenda.
4. State your name, address, and summarize your concerns/suggestions. Limit your presentation to approximately three minutes. This may go longer based on Board questions.

BCBI **Public Participation at Board Meetings** (See BCAE and KN) **BCBI**

Open Forum

The president or presiding officer may ask patrons attending if they would like to speak during the open forum. Rules for the public forum will be available from the clerk prior to the board meeting and at the meeting itself. The board president may impose a limit on the time a visitor may address the board. The board president may ask groups with the same interest to appoint a spokesperson to deliver the group's message. Except to ask clarifying questions, board members shall not interact with speakers at the open forum.

Patron-Requested Agenda Items

Any patron may request addition of a specific agenda item and shall notify the superintendent {seven} days prior to the meeting and state the reason(s) for the request. The superintendent shall determine whether the request can be solved by staff without the patron's appearance before the board. If not, the superintendent shall consult with the board president, and the patron's request may be placed on the next regular board meeting agenda.

Handling Complaints

The superintendent may refer complaints to the board only if a satisfactory adjustment cannot be made by a principal, the superintendent, or other appropriate staff members.

Approved: KASB Recommendation – 1/01; 4/07



Unified School District No. 333

Administrative Offices

217 West 7th Street

Concordia, Kansas 66901-2803

Phone: (785) 243-3518

Fax: (785) 243-8883

www.usd333.com

TRUST OWNERSHIP CULTURE

REQUEST TO ADD AN AGENDA ITEM

This form must be completed and return to the clerk of the Board or the superintendent at least **7 days** before the meeting at which you wish to speak.

Your request will be reviewed, and one of two recommendation will be made:

1. Referral of your request to the appropriate administrator.
2. Decision by the Board of Education to add as an agenda item.
 - a. Presentation shall not exceed **5 minutes**.
 - b. Subject, other than policy issues, will generally be referred to the administration.
 - c. Comments shall be limited to issues and not refer to individual staff or students.
 - d. Presentation must be in good taste befitting the occasion and the dignity of the board meeting.
 - e. Typed copy or outline of your presentation should be included with this request form. Permission to appear before the board at a regular meeting is subject to the above guidelines.

Name _____

Address _____ Telephone _____

Individual or Organization you represent _____

Organization's address _____

Signature _____ Date _____

District Official's signature _____

Date received _____ Time received _____

QUENTIN BREESE
Superintendent

KELLY STRUEBING
Director of Operations

Chad Eshbaugh
CJSHS Principal

Skylar Hittle
CJSHS AD/Asst. Principal

Curtis Noon
CMS Principal

Derek Holmes
CES Principal

Krystal Breese
Curriculum & Assessment

BOARD OF EDUCATION

BRYAN BOMBARDIER
President

TONY MILLER
Vice President

BRAD BERK

JOHN CULLEY

NANCY OWEN

JENNY PARKER

KEVIN POUNDS

#concordiaproud

TRUST OWNERSHIP CULTURE

AN EQUAL EMPLOYMENT/EDUCATIONAL OPPORTUNITY AGENCY

Ethical Considerations for Using Artificial Intelligence

Your school community's stakeholders serve an important role in identifying the dilemmas at play

BY ARIEL SYKES AND KAREN REZACH

Since the release of ChatGPT last winter, conversations about the ways in which artificial intelligence will disrupt the educational sector have loomed large. Even though AI emerged in the 1950s and now is part of many people's daily routines, educators have not framed it as an existential threat until recently when its potential use by students became a reality.

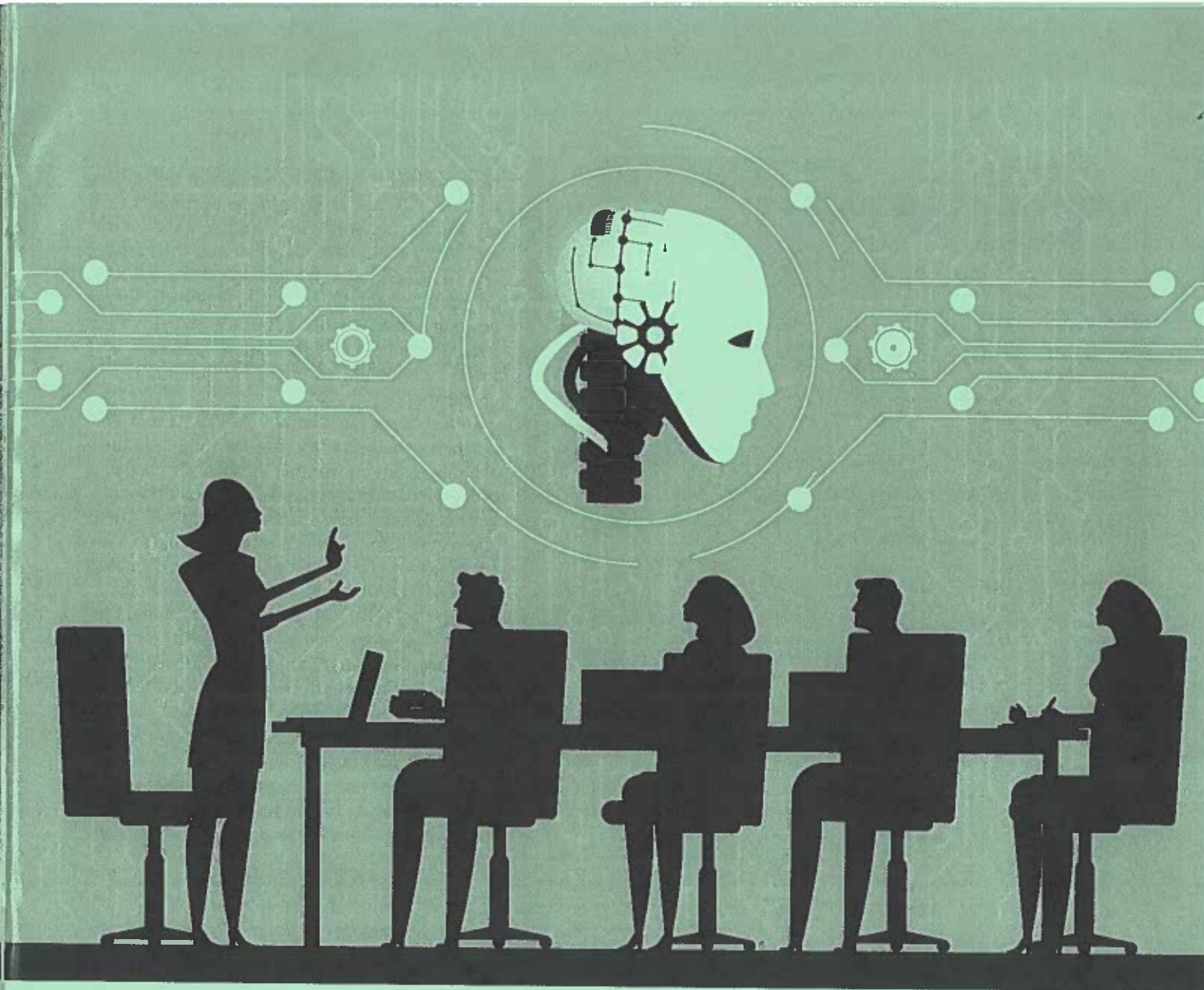
The concerns typically raised regarding jobs, privacy, safety and misuse of AI, however, aren't unique to its latest tools. We need only look at the use of AI in security surveillance, drone-based warfare and internet bots to anticipate the possible benefits and harms of such technology. As such, the stakes feel high for school administrators who are looking out for the needs of teachers, students and families.

The Ethics Institute at Kent Place School can provide a vehicle for thinking through the culture of fear surrounding the use of artificial

intelligence in education. A central component of what we call our school's Ethical Decision-Making Method[®] is to engage multiple stakeholders in dialogue to understand their needs and wants before arriving at an institutional policy. By following our five-step process, we believe other school leaders can develop an AI policy that is people-based, nuanced and contextual enough to be helpful, ethical and mission aligned.

Understanding First

The first part of the Ethical Decision-Making Method is to study and understand the situation. This initial step can feel overwhelming. Many of us don't consider ourselves equipped to understand the technological functions of AI tools, which leads to fear and dismissal: "How might this threaten my job security?" and "I can't worry about this right now" and "I don't want to learn how to use AI; I do my job well enough without it."



For these reasons, we find most teachers and staff need time to play around with AI tools before trying to answer how educators should use or not use AI.

It's important to understand the perspectives of the various stakeholder groups in a school community. Most high school students use ChatGPT and Dall-e and middle school students use Quillbot and various translation platforms. We created a sandbox of AI tools for the adults in our school to explore. After gathering feedback about AI tools used by the school community, it's smart to engage in stakeholder discussions to understand the concerns and hopes around AI use. The guiding questions for such discussions are: "What ethical issues does ChatGPT raise for you at school or in your job at school?" and "What, if anything, should we do to address these concerns and possibilities?"

The feedback provided our technology depart-

ment with relevant information to develop training around AI tools that were anchored in three guiding questions:

- ▶ What is important for us to understand about this AI tool that will have an impact on our decisions on how it is used or not used?
- ▶ Which AI tools will we endorse as a school, and what further training for which constituents will be required?
- ▶ What privacy or safety concerns does each tool present, and should this lead us to restricted use or non-use of a particular tool?

Equity, Safety and Authenticity

The second step of our Ethical Decision-Making Method is to identify the values involved on all sides. We find educators are most concerned about integrity, efficiency, equity and authenticity

The Right Questions to Ask

Knowing the right questions to ask during faculty and staff meetings on hot topics can be hard. The following list provides focused questions to ensure productive conversations about AI use in a school or school district that will allow you to gather information to guide your institutional decision-making process.

Questions for AI in teaching and learning

- ▶ Do we need to rethink fundamentally the ways we prepare students for a society that embraces AI?
- ▶ Are there skills we no longer need to teach because of the AI tools available?
- ▶ In what ways can AI tools get in the way of learning and skill development?

Questions for AI in task management and completion

- ▶ Should the criteria for using ChatGPT and other AI tools be “I could have produced this if given enough time”?
- ▶ Should adults be asked to cite their use of AI tools when producing content?
- ▶ What should we spend time doing as part of our jobs and what are we comfortable outsourcing to AI tools?

—ARIEL SYKES AND KAREN REZACH

when it comes to artificial intelligence in schools. Because students can use AI tools to complete assignments, concerns arise about integrity and honor code violations.

For instance, educators will need to grapple with whether there is a meaningful difference in using AI at different points in the writing process: brainstorming, outlining, drafting and editing. For teachers who value efficiency, AI can develop questions and lesson plans that are aligned with state standards and help with the more menial, time-consuming tasks that affect teachers’ direct time with students. Supervisors must determine what tasks are acceptable to use AI for support.

There also is the open question of AI’s capability to level the learning landscape to meet the needs of all students and help advance equity in all educational settings. If AI can provide all students with access to out-of-school support that currently exists only for families with financial means, schools will need to determine what AI tools they want to train teachers and students on.

The value of authenticity arises

when teachers express concern about the impact AI tools will have on the process of student learning and the development of a student’s sense of self. Many students already focus on their grades and view learning as the creation of a product — an essay, presentation or exam. Fear exists among educators that AI tools only exacerbate this focus, when the hope is to shift student awareness toward embracing the messy but fulfilling journey of learning.

If a student, for example, uses an AI tool whenever she gets stuck on a learning task, then she misses out on working through the challenge of making a mistake. In addition, it is through getting to know how a student is thinking when she veers off course that a teacher is able to identify areas for growth and re-instruction. Students may not have the chance to develop their own voice if they rely on AI tools to create content or to edit their work. Schools will have to be mindful of the ways AI can diminish authentic learning.

You want to hear from others beyond teachers. In meetings with families, you may find concerns about safety and success. Although many AI tools are open access, some do have age-of-use restrictions. Parents want assurance that if their children are using AI in classrooms, they are doing so in an age-appropriate manner and that any data being collected are not going to be misused.

Accountability and fairness also are central concerns among families, as is their desire to balance the advantages of students learning how to use an emerging technology so they will be well prepared for the future with the difficulties of monitoring students’ misuse of this technology to circumvent learning.

Administrators and staff often identify the values of safety, privacy, success and accountability as central concerns around AI in schools. Questions such as “Do we need to be careful about what we put into ChatGPT because of the collation of data?” and “If we use an AI tool to create content or to make a decision, what types of checks must we have in place to make sure human safety is ensured?” will need to be addressed to balance the ways in which AI tools can help people do their job more effectively and efficiently.



Ariel Sykes



Karen Rezach

Middle school and high school students worry about fairness and success. If there are no clear parameters and accountability protocols about AI use in place, then students will likely misuse it. Students need to understand if they misuse AI to complete an assignment, they will not receive the same grade as those who followed the rules. Students also want to learn about how AI works so they can be informed users of these emerging technologies, which they recognize as necessary for their future success.

Nuanced Questioning

Step three of our Ethical Decision-Making Method is to identify the ethical dilemma. When it comes to AI use in schools, there are many competing commitments, and the issue can be polarizing. Some people want to ban AI outright and others want to fully embrace it. We find that the ethical dilemma that consistently emerges is not “should we allow AI?” but rather “What AI should we embrace and how?”

This nuanced look at the issue raises the following related questions:

- ▶ How will we determine what AI tools are acceptable for use for teaching and learning as opposed to data management, logistics and administrative support?
- ▶ Should our acceptable-use policies look the same for all members of our school community?
- ▶ How should we monitor AI use in our school community?
- ▶ How should we communicate our policies and procedures to the members of our school community?

Aligning With School Mission

Step four of our Ethical Decision-Making Method is to identify the values that will influence your decisions. Looking back at your stakeholder interviews, what were the values that needed balancing and how did they align with the school’s mission?

Use these values as a checkpoint to develop policy and procedures for acceptable AI use by answering these questions: “Are we centering the value(s) of ____?” and “Does this align with our school’s mission and vision?”

Step five is to arrive at a decision and then to communicate it effectively and respectfully. At this stage, it is important to lead with the values that informed your decision and to include in an explanation explicit references to the stakeholders’ perspectives that were considered. This will



Teachers at the Kent Place Institute in Summit, N.J., attend training on the ethics of using artificial intelligence in school.

provide transparency of process and encourage buy-in, even among those who do not fully agree with the final decision.

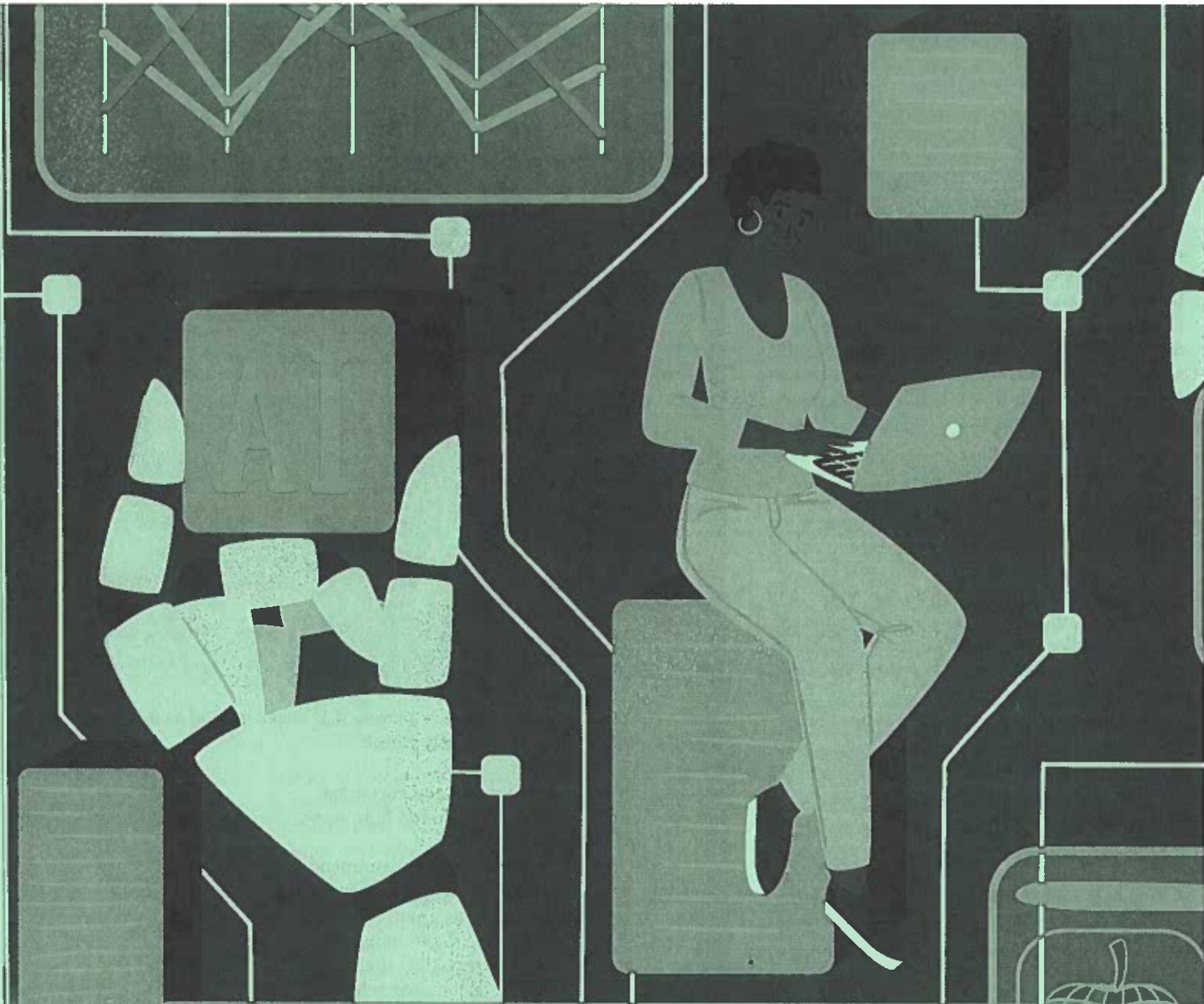
For effective communication, we recommend providing clear benchmarks and avenues for continued feedback. Using focus group data from step one can help you provide the training and support for all stakeholders regarding their concerns and desires about AI use in their schools. This alignment process helps in rolling out and enforcing any policy on artificial intelligence.

Ongoing Challenges

The use of AI in K-12 education is multifaceted and ever-evolving. We expect to see more tools emerge as the AI field shifts toward commercializing programs for the education sector specifically. It is for these reasons that it is helpful to develop a culture of ethical decision making now.

As you build buy-in to your institutional values, the policy and procedure process can become less adversarial and more collective. Keep your channels of communication open to all stakeholders, check in with them about how policies and procedures are working, and rely on the Ethical Decision-Making Method as new dilemmas arise. ■

ARIEL SYKES is the assistant director of the Ethics Institute at Kent Place School in Summit, N.J. E-mail: ethics@kentplace.org. **KAREN REZACH** is the founding director of the Ethics Institute.



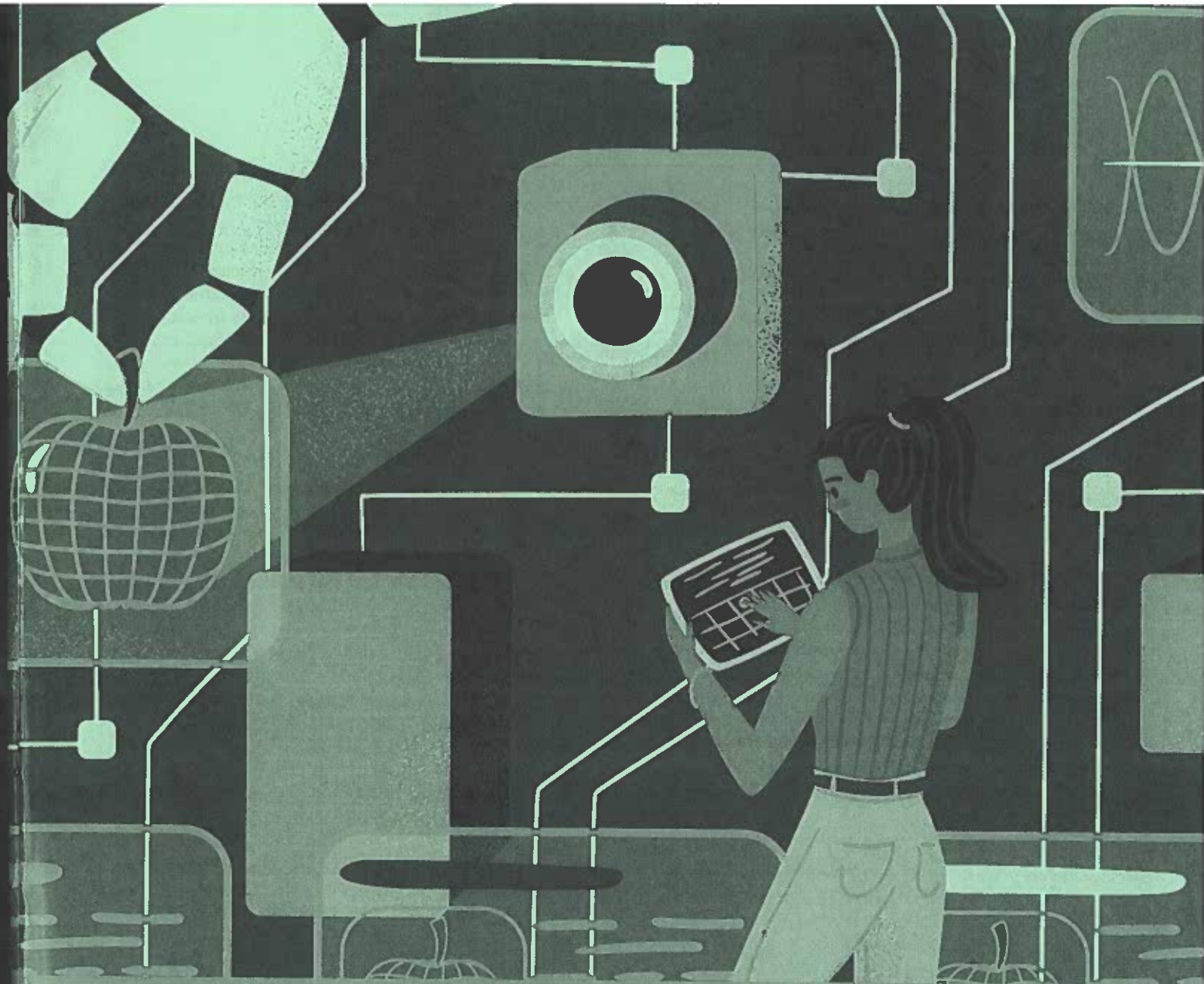
Exploring Chat

Collective insights from superintendents gathered at a recent forum lead to advice on navigating AI's opportunities and concerns

BY QUINTIN SHEPHERD AND DAVE MACLEOD

Artificial intelligence has the potential to revolutionize K-12 education by providing new ways for students to learn and for teachers to teach. Since the launch last November of ChatGPT, an AI chatbot developed by OpenAI, the past year has seen an explosion of ideas and opinions about how to incorporate new AI tools.

The tools currently available to educators are all considered narrow AI (or weak AI) because they operate within the constraints of the training data and architecture it is based on. Unlike what's known as artificial general intelligence, these tools



GPT's Potential

cannot autonomously learn, adapt or develop new skills outside of a pre-defined framework.

As educators explore the integration of these fast-developing technologies into their classrooms, school system leaders will need to address the myriad opportunities, concerns and challenges that arise. We see several key themes emerging from a series of conversations among a group of 35 superintendents at an international education leaders' conference early in 2023.

Their insights came from ThoughtExchange's collective intelligence and survey platform and a weekend of robust and forward-thinking conver-

sations. The ChatGPT app had just been released, and it felt like a frontier in many ways. Although we have come a long way in a short time, much of this conversation remains uncharted frontier.

By sharing their thinking, we aim to provide guidance for school administrators to harness the potential of AI while navigating the complexities of implementation.

From safety and security to teacher support, curriculum and instruction, student learning outcomes, professional development, community involvement and ethical considerations, the concerns surrounding AI integration in education are

Three Practical Uses of AI in a School System

In our rapidly evolving education landscape, artificial intelligence is proving to be a game-changing tool with diverse applications across different facets of learning and instruction.

This is evident in many school districts, where we see AI successfully transforming pedagogical strategies and student learning experiences. Simply spend 20 minutes on the social media platform of your choice to see the amazing ways educators are putting AI to work.

What follows are three key areas of AI application within school systems that are very timely: personalized learning for special education, overcoming language barriers and improving writing skills. These examples demonstrate the breadth of AI's utility in education and how tools such as ChatGPT can be integrated into the fabric of our schools to enhance student achievement and engagement.

► **Special education and personalized learning for every student.**

Artificial intelligence and chat-based language models, such as ChatGPT, are showing promise in the realm of special education. By offering personalized learning experiences, AI can tailor instruction to the unique needs of each student with learning disabilities, autism spectrum disorders and other special needs.

AI-driven tools can adapt to students' individual learning styles, track progress and provide instant feedback, leading to better engagement and improved learning outcomes. Moreover, AI can assist educators in identifying students who may be struggling and require additional support or intervention, ensuring no child is left behind.

► **Overcoming language barriers through AI-powered language learning.**

AI-driven language learning tools are breaking down language barriers in the classroom, helping students and teachers overcome communication challenges. For English language learners, AI-powered platforms provide personalized instruction and practice, allowing them to learn at their own pace and build confidence in their language skills. These tools also can facilitate real-time translations, easing communication between teachers and students from different linguistic backgrounds.

In addition, AI can support teachers in developing culturally sensitive instructional materials and adapting their teaching approaches to better accommodate the diverse needs of their students.

► **Improving writing skills through AI-assisted support.**

ChatGPT is revolutionizing the way students develop and refine their writing skills. By providing real-time feedback, suggestions and guidance, this AI tool can help students overcome writer's block, improve sentence structure and expand their vocabulary. The feedback will be tailored to each student's proficiency level, offering targeted assistance and promoting self-paced learning. It also enables students to explore various writing styles and genres, fostering creativity and broadening their horizons.

For teachers, ChatGPT serves as a valuable aid in evaluating and providing feedback on students' written work. AI can analyze texts for grammar, punctuation and coherence, saving educators time and allowing them to focus on more nuanced aspects of writing, such as voice and thematic development. By leveraging the power of the tool, students and teachers alike can experience a more enriching and engaging educational journey, with improved writing outcomes and enhanced student confidence along the way.

— QUINTIN SHEPHERD

sundry and diverse. To address them, schools will need to develop a holistic approach that combines clear guidelines, comprehensive support and active community involvement. Responsible integration of AI technologies in education ultimately may lead to more innovative, adaptable and engaging learning experiences for students.

Threatened Staff

A major theme from this gathering related to the development of effective strategies to support teachers who feel threatened by artificial intelligence technology. One superintendent highlighted the importance of avoiding an unproductive narrative among the staff. To help teachers understand how it can be used, teachers need opportunities to see AI technology in action through workshops and classroom visits. They also will need professional training on integrating AI into their instruction.

We see a multi-step approach:

► **NO. 1: AWARENESS.** Organize informational sessions, webinars or workshops to introduce teachers to the benefits and capabilities of AI. Share success stories and use illustrative cases to demonstrate how AI can enhance their teaching and improve learning outcomes.

► **NO. 2: TRAINING.** Provide comprehensive training, resources, tutorials and guides to help teachers become comfortable with AI, ensuring ongoing support for troubleshooting and questions.

► **NO. 3: COLLABORATION.** Build cooperative practices by creating spaces for teachers to share experiences, tips and best practices when using AI tools through online forums, social media groups or in-person meetings.

► **NO. 4: INCENTIVES.** Encourage adoption of new technology through incentives, including recognition for innovative use, financial incentives for training completion or achieving milestones and professional development opportunities.

► **NO. 5: INTEGRATION.** Work with teachers to integrate AI tools into the existing curriculum and lesson plans, providing templates and examples to illustrate potential applications.

► **NO. 6: EVALUATION.** Evaluate the impact of AI tools on teaching and learning by gathering feedback from teachers and students, analyzing data and identifying areas for improvement. Use this

Empowering the Generative AI Shift

BY ADAM GARRY

The expansive possibilities offered by the use of artificial intelligence tools in K-12 education will not materialize without first securing buy-in from stakeholders, most notably the professional leadership of the school system. So how can district leaders and their external partners accomplish that?

As with anything new, gaining buy-in requires understanding individual stakeholders' short-term and long-term goals and creating unique plans that demonstrate how to reach these goals.

Given AI is developing at such a rapid pace, school leaders should segment their planning by priority and remain flexible to

allow room to pivot if plans must be altered, perhaps on a semester-by-semester basis.

Consistent Messaging

A good place to start is thinking about how to prepare your stakeholders to embrace AI. This could include issuing a one-pager on "AI do's and don'ts" about adopting AI tools in an effective and responsible manner. Urge them to consider how AI can be used in their day-by-day role and what they need to incorporate it seamlessly.

Most importantly, you want to ensure each stakeholder has a basic understanding of how to use AI in their daily tasks and how to do so responsibly. This messaging ought to be consistent across the board.

School districts can address this through the creation of learning modules that explore key opportunities and challenges presented by the adoption of AI. The modules I use cover the available AI-powered tools and resources; integrity, ethics and privacy; teaching techniques; and digital citizenship.

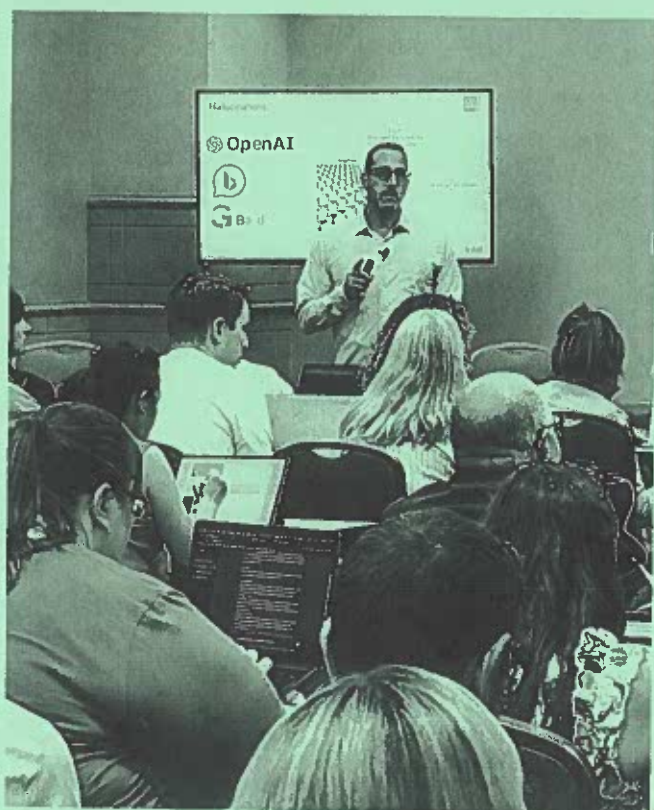
Further, as you plan for incorporating AI into district operations, consider these questions to help make decisions for your school system:

- ▶ Who will be the "owner" of the plan as it moves from page to practice?
- ▶ What technology is needed to support the plan?
- ▶ Have all risks been considered, namely privacy, security and ethical behavior?
- ▶ Does the student code of conduct need to be updated to account for new technology or risk concerns?
- ▶ How can the plan be evaluated for effectiveness?
- ▶ Do you need to revisit your academic integrity policy? How will you define original work?

A Proper Future

Generative AI technology has the power to transform the way we teach and learn. Education leaders have the duty to ensure its use is responsible and equitable. I encourage everyone to join the conversations taking place locally and nationally around AI to create an inclusive, efficient and innovative educational landscape benefiting all learners.

ADAM GARRY is an educational consultant in Raleigh, N.C. E-mail: agarry22@gmail.com



Adam Garry (standing), former director of global education strategy with Dell Technologies, exhorts educators at the local level to commit time now to craft thoughtful approaches to AI use.

information to refine implementation and provide additional support as needed.

Developing Competencies

A second theme revolved around curriculum and instruction, particularly at the high school level. To address this, we suggest focusing on developing new skills and competencies for students. Students must learn about AI and its potential impact on society and develop new ways of learning that pri-

oritize conversation and observation. Additionally, we must consider integrating AI into the curriculum in ways that align with existing standards.

To address the changing landscape of education and evolving workforce needs, a shift in focus toward developing specific new skills and competencies for students becomes crucial. This includes technical proficiencies, such as understanding basic algorithms and coding, and the capacity to engage with AI systems.

We also want to enhance their critical thinking skills so they can approach AI not just as end-users but as informed and discerning citizens. These skills can enable them to understand the potential impact of AI on society, economy and ethics and to participate actively in debates sur-

rounding AI use and regulation.

Creating opportunities for students to learn these competencies requires innovative approaches to instruction. The use of a tool such as ChatGPT can provide rich, interactive and adaptive learning experiences. In English or social

Primed for ChatGPT's Empowerment of Teachers and Students

BY HELEN CROMPTON

The world was taken by surprise when ChatGPT, an advanced artificial intelligence system, was unleashed last Nov. 30. Its remarkable capabilities have sent shockwaves across the globe. ChatGPT even caught me, an AI researcher, by surprise.

I am excited as I see the potential of what ChatGPT can do for education. This is a tool that promises to democratize learning as it gives individuals access to knowledge without specialized training or expensive resources.

I have conducted extensive research on ChatGPT, including a systematic process to gather all the current studies on ChatGPT. Using the findings of those studies, I identified trends in its uses in teaching and learning as well as the challenges and limitations.

Leveraging expertise as both a researcher and a seasoned classroom teacher, I have explored ways ChatGPT can benefit the educational landscape. In particular, I foresee two special ways that teachers can leverage this technology: content creation and tutoring support. These applications have the potential to revolutionize pedagogy and school system operations.

► Empowering teachers with content creation

Dedicated teachers invest significant time in crafting exceptional learning experiences for their students. Now, educators can leverage ChatGPT to extend their content creation process. Imagine a teacher trying to design a captivating lesson plan on plate tectonics and earthquakes for 5th graders. Simply by posing the question to ChatGPT, the artificial intelligence will provide a well-crafted, comprehensive lesson on the topic. What's more, teachers can request ChatGPT to align the plan with students' different



Helen Crompton, who has conducted extensive research on ChatGPT, offers ways teachers can leverage the technology in their work.

learning styles, catering to visual learners and other preferences.

ChatGPT also can assist in generating supplementary learning materials. From developing questions that complement the lesson plan to creating multilingual concept descriptions and glossaries for varying ability levels, ChatGPT proves to be a versatile ally. It even lends itself to crafting interactive games and collaborative activities and conducting virtual experiments with extensive possibilities.

The technology, however, should complement, not supplant, human expertise. Following ChatGPT's content generation, educators must exercise their professional judgment to scrutinize the materials through their experienced lens. While AI is formidable in its logical capabilities, it cannot replace the personalized understanding that teachers possess.

In my classes, rather than assigning papers at the end of the class, I have stu-

dents debate a topic with ChatGPT. I provide a few debate topics to the students connected to the main subject in class and then provide the initial prompt script to the students. They put the prompt into ChatGPT with their topic and conduct the debate. The students hand in the full discussion as the assignment submission.

► Expanding student tutoring support

ChatGPT is an excellent resource for students. Teachers can have their students use ChatGPT to supplement their own instruction and support, especially when they are not available. It may be useful for empowering students and giving them ownership of their learning.

Picture a high school student about to embark on a challenging chemistry class, grappling with the content. Students can ask ChatGPT to provide a glossary of keywords, study techniques and advice on common hurdles they may encounter. As they progress in the course, ChatGPT becomes their on-demand tutor, clarifying complex concepts, illustrating real-world applications and igniting creativity for essays, projects and presentations. When preparing for assessments, students can engage ChatGPT in interactive quizzes, receiving precise feedback on their responses and guidance on areas needing improvement.

In my classes, I provide my students with ideas on how they can use ChatGPT and similar tools for learning. This shows them specific ways to harness artificial intelligence to amplify learning with prompt starter examples.

HELEN CROMPTON is executive director of the Research Institute for Digital Innovation in Learning and a professor of instructional technology at Old Dominion University in Norfolk, Va. E-mail: Crompton@odu.edu. Twitter: [@hcrompton](https://twitter.com/hcrompton)



Quintin Shepherd (center), superintendent in Victoria, Texas, believes educators will be challenged to decide on policies and practices dealing with the ramifications of artificial intelligence.

studies classrooms, teachers are beginning to use the GPT language model to simulate interactive dialogues with historical or literary characters. In science or math, teachers are beginning to use it to solve problems step by step or to generate new problems for students to tackle. Such AI-facilitated experiential learning prioritizes conversation and observation, fostering students' understanding in a more immersive and engaging way.

The successful integration of AI into the curriculum involves careful consideration of existing standards and learning outcomes. AI should not be introduced as an isolated subject but woven seamlessly into the broader educational objectives. In other words, the goal is not to simply add a new layer to the curriculum but to recalibrate the curriculum such that the AI-based activities align with and enhance the existing standards.

Colleagues around the country are working to develop new skills and competencies for middle school students to thrive in a world with AI by implementing an interdisciplinary AI-focused curriculum. This includes teaching AI concepts, promoting critical thinking about AI's impact on

society and adopting new assessment methods. We should strategically design a comprehensive AI literacy curriculum, collaborate with key stakeholders to gather feedback on the proposed course, identify potential challenges and secure the resources for implementation.

We foresee the AI literacy course as a mandatory or elective subject that promotes project-based learning to help students acquire practical skills and comprehend the real-world impact of AI.

Assessment Practices

Student learning outcomes emerged as a theme, with a need to use AI to develop critical thinking and curiosity in students. Assessment of students in this recalibrated curriculum would need to evolve too.

Traditional standardized testing may not sufficiently capture the spectrum of skills and knowledge students would gain. Thus, alternative modes of assessment, such as project-based assignments or performance tasks where students demonstrate their ability to engage with AI systems, should be incorporated. To address this, we

must shift assessment practices toward conversation and observation and encourage students to engage in research, inquiry and other forms of critical thinking.

Examples of AI use in assessments include these three:

► **Adaptive testing.** AI-powered adaptive tests automatically adjust the difficulty level of questions based on a student's performance, generating practice questions tailored to each student's

ability level. AI can analyze responses in real-time, provide clarifications and tailor questions to better identify strengths and weaknesses.

► **Automated essay draft reviews and scoring.** AI can assess grammar, syntax, coherence and content, helping students identify areas for improvement before submitting their final work. This saves teachers time and allows students to receive valuable feedback more quickly. AI also can provide writing assistance, helping students generate ideas, create outlines and refine arguments.

► **Performance-based assessment.** AI can analyze students' performance on complex tasks such as problem solving, group projects and presentations. By evaluating a student's actions, decisions and interactions, AI can help identify areas of strength and areas that need improvement, particularly in assessing soft skills such as collaboration, critical thinking and communication.

In all these examples, AI has the potential to make assessment more efficient, accurate and personalized, while also providing valuable insights that help educators tailor their instruction to better meet the needs of their students. By leveraging AI's capabilities, teachers and administrators can enhance the educational experience for students and educators.

The Right Question

Before we rush headlong into the future with the answer, maybe it's best we step back and make sure we are asking the right question. Instead of asking "what should we do?" perhaps a better question is "how should we do it?" Successful integration of AI technologies will find us relying on the basic leadership skills we all have been using since we first began in educational administration: listening, seeking feedback, supporting teachers, planning, problem solving and iterating, to name a few.

Integrating AI in education holds the potential to transform teaching and learning methods. Nevertheless, we must proceed cautiously and thoughtfully, addressing concerns of safety and security, teacher support, curriculum and instruction, student learning outcomes, professional development, community involvement and ethical considerations in AI usage. ■

QUINTIN SHEPHERD is superintendent of Victoria Independent School District in Victoria, Texas. E-mail: quintin.shepherd@visd.net. **DAVE MACLEOD** is CEO of Thought Exchange in Rossland, British Columbia, Canada.

Devising Policies and Guidelines for AI in Schools

School districts can begin to develop policies and guidelines for the responsible implementation of AI and chat-based language models such as ChatGPT using the insights shared by superintendents participating in the 2023 forum referenced in the accompanying article.

A collaborative approach involving teachers, administrators, students, parents and community members should be used to shape these policies.

First, districts should establish a dedicated task force or committee responsible for researching and evaluating AI technologies and their potential impact on education. This group can identify key areas of concern, such as safety and security, teacher support, curriculum and instruction and ethical implications.

The next step would be to draft comprehensive policies and guidelines that address the identified concerns, incorporating best practices and industry standards. These policies should include clear instructions on data privacy and security, measures to prevent AI misuse, and strategies for unbiased AI implementation.

Furthermore, they should outline professional development programs to ensure educators are well-equipped to integrate AI into their instruction effectively.

Once policies are drafted, districts must engage in an open dialogue with stakeholders, gathering feedback and refining the policies as needed. This iterative process ensures a well-rounded, inclusive and responsible approach to integrating AI technology in a K-12 education system.

To maximize the potential benefits of AI-driven policies and guidelines while minimizing the risks, we ought to share our experiences, successes and challenges with fellow education leaders. Through an open exchange of ideas and best practices, school districts can collectively learn from each other's mistakes and build upon their achievements. This collaborative mindset promotes the development of more effective, equitable and innovative policies that ultimately benefits students and educators alike.

School districts can share their written policies through professional conferences, such as AASA's National Conference on Education, online forums and collaborative networks, to build a platform for ongoing dialogue and mutual learning. As AI technology evolves, so too must our collective understanding and management of its impact on education. By working together and sharing our experiences, school districts can ensure a brighter, more responsible future for AI integration in the classroom.

—QUINTIN SHEPHERD

BEYOND the news

ChatGPT costs \$700,000 daily to maintain. Is it sustainable?

Citing a significant drop in users in July, OpenAI, the maker of ChatGPT, is likely to go bankrupt by 2024 if something doesn't change, according to a new report.

ChatGPT, the artificially intelligent chatbot that forever shook the world of K12 education when it launched in November of last year, costs roughly \$700,000 a day to operate, according to a recent report published in *Analytics India Magazine*. Its maker, OpenAI, could face a world of trouble if it doesn't turn a profit soon.

The company could face bankruptcy by 2024, the analysis suggests. For now, it's able to sustain itself with the help of investors like Microsoft.

"Microsoft's \$10 billion investment in OpenAI is possibly keeping the company afloat at the moment," the report reads. "But on the other hand, OpenAI projected an annual revenue of \$200 million in 2023 and expects to reach \$1 billion in 2024, which seems to be a long shot since the losses are only mounting."

The report also notes that as of May, OpenAI's losses reached \$540 million ever since its development of ChatGPT.

One of the more dominant red flags uncovered in the analysis points to ChatGPT's steady decline in user visits to the website. Data collected by SimilarWeb indicates



that the site reached a record-high number of visits in May this year at 1.9 billion. In July, the website only attracted 1.5 billion. However, this could be due to the fact that many organizations, including higher education institutions and K12 school districts, are banning the chatbot's use in the workplace.

The research also cites an ongoing GPU (gross processing unit) shortage, which is necessary for the company to train further language models and improve them. As a result, ChatGPT's output quality is declining.

"So, if OpenAI does not get more funding soon, the company might have to file by the end of 2024 to acquire more NVIDIA GPUs that are coming in the second quarter of the year, and start training their models," the report reads. "Till then, competitions are coming up, losses are increasing, users are declining, lawsuits are piling up, and the quality is going down as well. Good luck, there!"

Most people, including the researchers, would assume that this drop in users can be attributed to the fact that a large number of the userbase are probably students, who wouldn't need to leverage the technology during summer break. However, they address the fact that a number of companies are starting to develop their own generative chatbots and steering away from ChatGPT.

Several leading edtech companies and education providers, including Khan Academy, are leveraging ChatGPT specifically to enhance student learning. For instance, the company announced in March its pilot for Khanmigo, a tutoring aide powered by GPT-4.

Chegg, an education support service provider, announced its version of a tutoring aide called CheggMate, also powered by GPT-4.

The next question is, how will OpenAI's financial troubles impact the world of edtech moving forward?

By Micah Ward

What is AI?

Artificial Intelligence

Artificial Intelligence (AI) is the ability for a computer to think and learn. AI involves training a computer to “think” like a human and do things that would normally require human intelligence.

To prepare students for the careers of today – and tomorrow – educators must explore and integrate artificial intelligence (AI) into K-12 classrooms. AI is a critical element of any STEM curriculum. After all, it’s a technology that’s already making its way to classrooms in the form of adaptive software, recommendation engines and digital assistants. And generative technologies like ChatGPT, while causing a stir, present an opportunity to transform learning – as long as educators and learners discover how to strike the proper balance of risk vs. benefits.

© 2023 International Society for Technology in Education (ISTE). All rights reserved.

Five Big Ideas in Artificial Intelligence

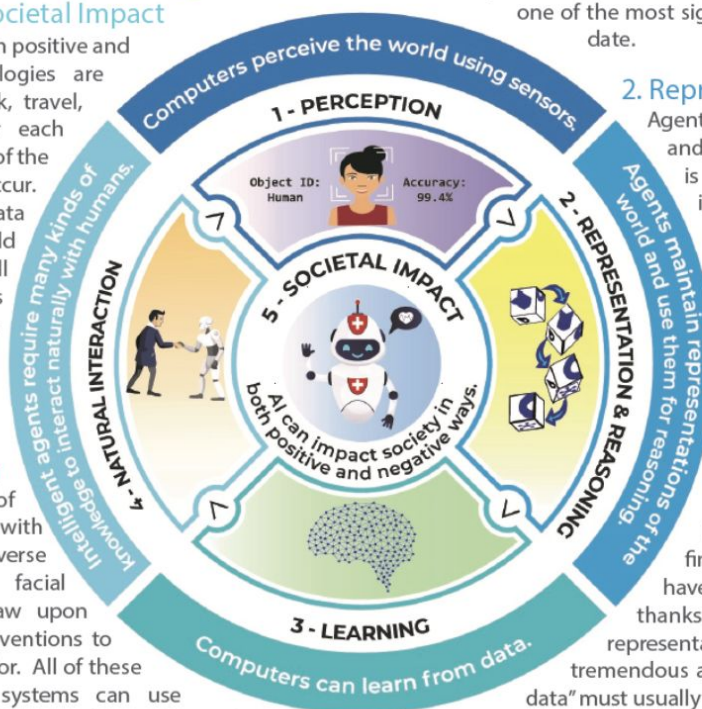
5. Societal Impact

AI can impact society in both positive and negative ways. AI technologies are changing the ways we work, travel, communicate, and care for each other. But we must be mindful of the harms that can potentially occur.

For example, biases in the data used to train an AI system could lead to some people being less well served than others. Thus, it is important to discuss the impacts that AI is having on our society and develop criteria for the ethical design and deployment of AI-based systems.

4. Natural Interaction

Intelligent agents require many kinds of knowledge to interact naturally with humans. Agents must be able to converse in human languages, recognize facial expressions and emotions, and draw upon knowledge of culture and social conventions to infer intentions from observed behavior. All of these are difficult problems. Today’s AI systems can use language to a limited extent, but lack the general reasoning and conversational capabilities of even a child.



1. Perception

Computers perceive the world using sensors. Perception is the process of extracting meaning from sensory signals. Making computers “see” and “hear” well enough for practical use is one of the most significant achievements of AI to date.

2. Representation & Reasoning

Agents maintain representations of the world and use them for reasoning. Representation is one of the fundamental problems of intelligence, both natural and artificial. Computers construct representations using data structures, and these representations support reasoning algorithms that derive new information from what is already known. While AI agents can reason about very complex problems, they do not think the way a human does.

3. Learning

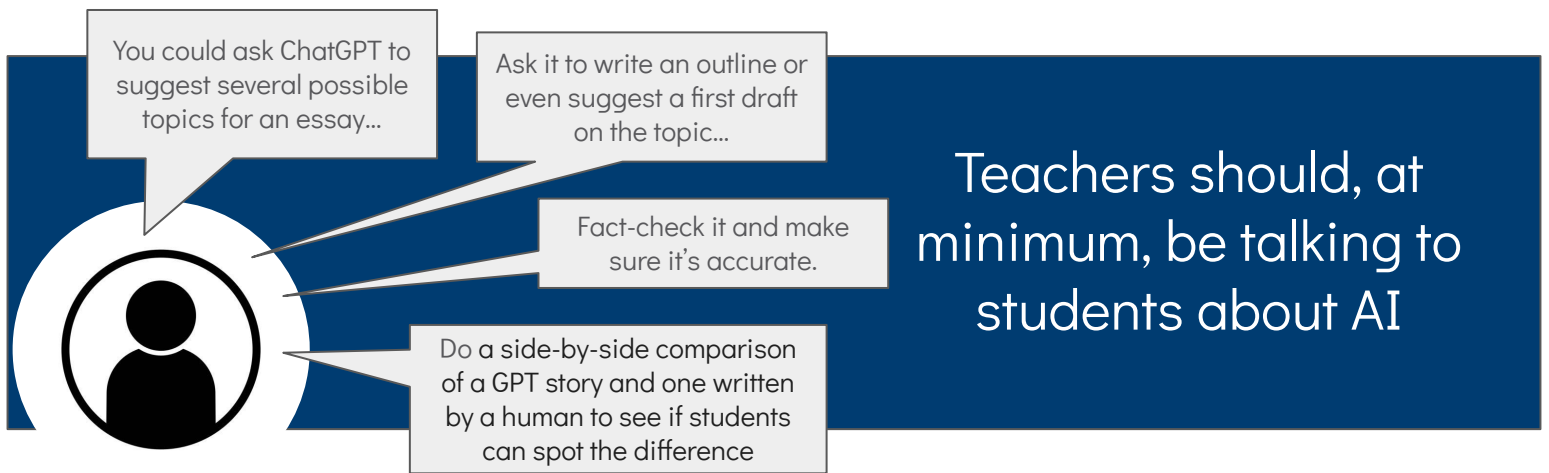
Computers can learn from data. Machine learning is a kind of statistical inference that finds patterns in data. Many areas of AI have progressed significantly in recent years thanks to learning algorithms that create new representations. For the approach to succeed, tremendous amounts of data are required. This “training data” must usually be supplied by people, but is sometimes acquired by the machine itself.



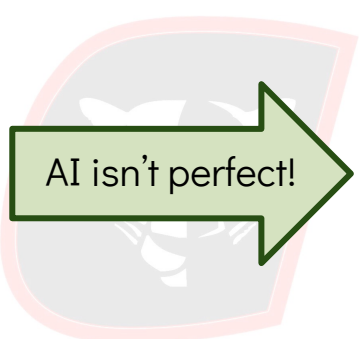
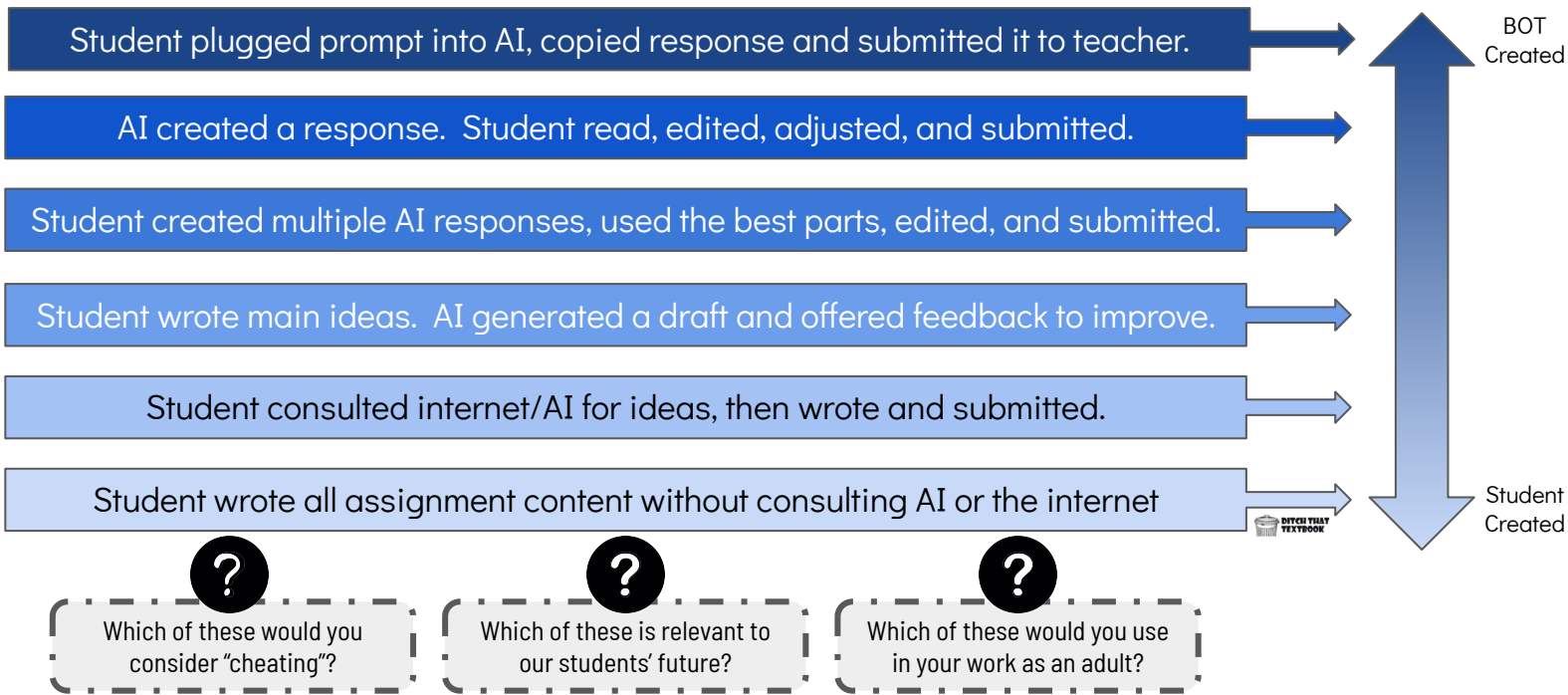
“Is it wrong to ask AI (chatGPT) to write your essay and turn it in as your own work? Absolutely,”

Banning it, will not prevent students from using it, as they can gain access outside of school. Also, banning it does not address the academic and ethical issues that AI-generated writing produces.

So where is the line between plagiarism and cheating versus using it to benefit a student?



Talk with students about how AI/ChatGPT can be used to cheat, and how it can be used to support. Reference the image below to help support your conversation.



Since it is based on human-generated information, **it may reflect bias or inaccuracies of the human authors.**

Because the chatbot is not necessarily pulling from the most credible sources, the information it presents isn't always accurate.

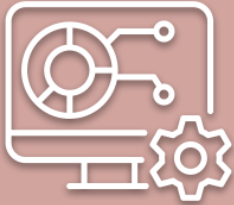
You can Google anything and get plenty of information. Chatbots can do the same, but the citation source may be inaccurate or even nonexistent! **It's a great learning target for students.** We can't trust everything just because it's on the internet or created by a chatbot.

AI isn't just for Students...

Educators can use it too!



- Create writing prompts
- Create bell work/exit tickets
- Create an assignment based on a YouTube video
- Create personalized learning experiences (adapting content and pace of instruction to each students needs and abilities)



- Generate text questions (with answer choices)
- Generate questions from an article
- Generate a study guide using test questions
- Generate a rubric for projects
- Generate feedback for students



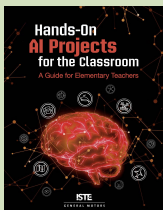
- Use as a brainstorming tool
- Write passages using vocabulary words
- Create presentations from an article
- Develop station rotation activities



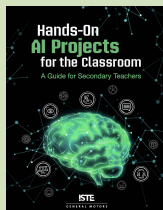
- Adjust reading level of text
- Support in writing letters of recommendations
- Support in Parent-Teacher communication

Project Ideas:

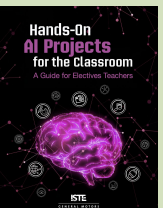
ISTE: International Society for Technology in Education



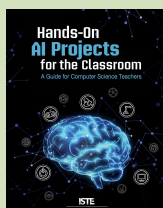
AI Projects Elementary



AI Projects Secondary

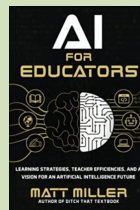


AI Projects Electives

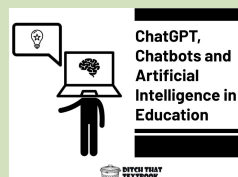


AI Projects Comp SC

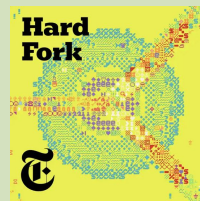
Additional Resources/Articles:



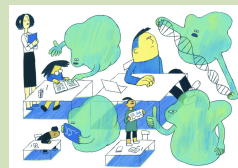
AI for Educators



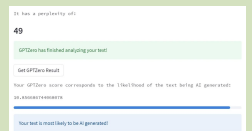
ChatGPT, Chatbots and Artificial Intelligence in Education



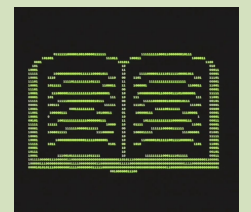
ChatGPT Transforms a Classroom + Is 'M3GAN' Real?



Don't Ban ChatGPT in Schools. Teach with it.



A college student created an app that can tell whether AI wrote an essay



The End of High School English

Turnitin recently shared information about their new AI detector tool that they rolled out April 4th.

Turnitin has admitted that there WILL BE FALSE POSITIVES.

This is important to know so that in the event you receive a “positive”, YOU as the teacher can look closer at the report to determine if a student has, in fact, possibly used AI tools. *(check the students writing process, check cites the student used, etc.)*

A caring, open, honest conversation is where we would start. “Hey, so the resource we use, Turnitin, has indicated you MIGHT have used an AI tool on your assignment. Let’s walk through your writing process to eliminate this idea. Can you show me....”

Turnitin has also provided ways for students to help address the issue in the event their writing comes back with a false positive. These are also strategies we should be using as teachers along the way through any writing process and we have listed them below. The resource from Turnitin for students is attached on the next page.

For additional turnitin resources click [HERE](#). For turnitin Help Guides, click [HERE](#).



Best Practices



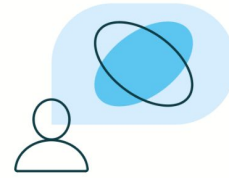
Before/During the Assignment

Use the Writing Process	Using the writing process not only helps improve the quality of writing, but each stage of the writing process also produces artifacts of the development of student work. Have students turn these in along the way. This will help show their thinking coming to life.
Make Sure You State the Rules/Expectations	Ensure that you have explained how (if at all) the AI writing tool is and is not appropriate for the lesson itself. Let students ask questions about this.
Help Students Establish Voice	Make sure that through the writing process, students are personalizing their writing style and voice and that it’s evident in their writing.
Discuss Citing AI	If AI writing tools are allowed, remind students that they must cite it (as they do other sources).

AI conversations: Handling false positives for students

False positive: Incorrectly identifying fully human-written text as AI-generated text.

While the risk for your instructor to encounter a false positive when using AI writing detection on student work is small, it is important to be prepared to have the conversation if it arises. This guide shares strategies students can consider before and after submissions to help when confronted with a false positive.



Before/during the assignment:

- **Use the writing process:** Not only can it improve the quality of your writing, each stage of the writing process produces an artifact of the development of your original work. When your instructor can see brainstorming, drafting, revisions, and even the incorporation of feedback from a peer, tutor, or other trusted source, it shows your thinking coming to life. That is powerful evidence of your own work.
- **Make sure you know the rules:** Ask your instructor what, if any, use of AI writing tools is acceptable and ask questions to be sure you understand.
- **Establish your voice:** Make sure that your writing style and voice are evident to your instructor. That means putting in real effort if your instructor asks for a writing sample or in every assignment. When you don't take it seriously, it will be harder for the instructor to understand the unique nuances of your writing expression.
- **Cite AI:** If you do use an AI writing tool, make sure you cite it! That way, it is clear that you are not representing the work as your own. In fact, make sure you provide clear sources and citations for all your work, where relevant to the assignment.

After the assignment is submitted:

- **Stay calm:** If a question about your use of an AI writing tool comes up, stay calm. This is a new frontier for all of us, and your instructor is learning along the way, just like everyone else. Just because they ask a question, don't become defensive. Have a genuine discussion with them and state your case. It makes sense that a situation like this would make you anxious, and your instructor will recognize that as well.
- **Begin from a place of mutual respect:** Remember, the ultimate goal of the instructor is to help you on your learning journey. Your instructor doesn't want to assume you violated any academic integrity guidelines either. Educators don't go into education to make accusations and assume the worst of their students. Starting from a place of mutual respect is going to help you both in the long run. It may be helpful to refer back to the discussion you should have had around what is/is not acceptable use of AI writing tools; if you adhered to that guidance, that's a good way to frame your discussion with your instructor.
- **Be prepared to discuss your writing process:** Where/when did you work on the assignment? Who else read it along the way and maybe even provided feedback? What changes did you make and why did you make them? How did you go about your research? Hearing you discuss your process will help the instructor understand what went into the work and lends credibility to your assertion that the writing is your own, original work.
- **Reflect on your writing choices:** Which sources did you include or not include? Why did you take the position that you did? How and why did you select the examples/evidence you've incorporated? Are there specific language choices you made? Is any of your personal experience or ideas clearly articulated in the writing? Sharing what you decided to include in your writing with your instructor will help your case.
- **Share evidence:** Share any notes, outlines, version histories, or drafts you used during the writing process, as well as any feedback you might have received from a peer or trusted reviewer.

To explore more ideas about academic integrity in the age of AI, visit <https://www.turnitin.com/resources/academic-integrity-in-the-age-of-AI>

Student plugged prompt into AI, copied response and submitted it to teacher.

AI created a response. Student read, edited, adjusted, and submitted.

Student created multiple AI responses, used the best parts, edited, and submitted.

Student wrote main ideas. AI generated a draft and offered feedback to improve.

Student consulted internet/AI for ideas, then wrote and submitted.

Student wrote all assignment content without consulting AI or the internet



BOT
Created

Student
Created



Best Practices



Before/During the Assignment

<p>Use the Writing Process</p>	<p>Using the writing process not only helps improve the quality of writing, but each stage of the writing process also produces artifacts of the development of student work. Have students turn these in along the way. This will help show their thinking coming to life.</p>
<p>Make Sure You State the Rules/Expectations</p>	<p>Ensure that you have explained how (if at all) the AI writing tool is and is not appropriate for the lesson itself. Let students ask questions about this.</p>
<p>Help Students Establish Voice</p>	<p>Make sure that through the writing process, students are personalizing their writing style and voice and that it's evident in their writing.</p>
<p>Discuss Citing AI</p>	<p>If AI writing tools are allowed, remind students that they must cite it (as they do other sources).</p>

Exchange Summary

Quentin Breese, Concordia Unified School District 333

October 27, 2023

What are your perceptions of AI (Artificial Intelligence) and how can it be used effectively in the classroom?



PARTICIPATION

Breakdown of Participation



7
Participants



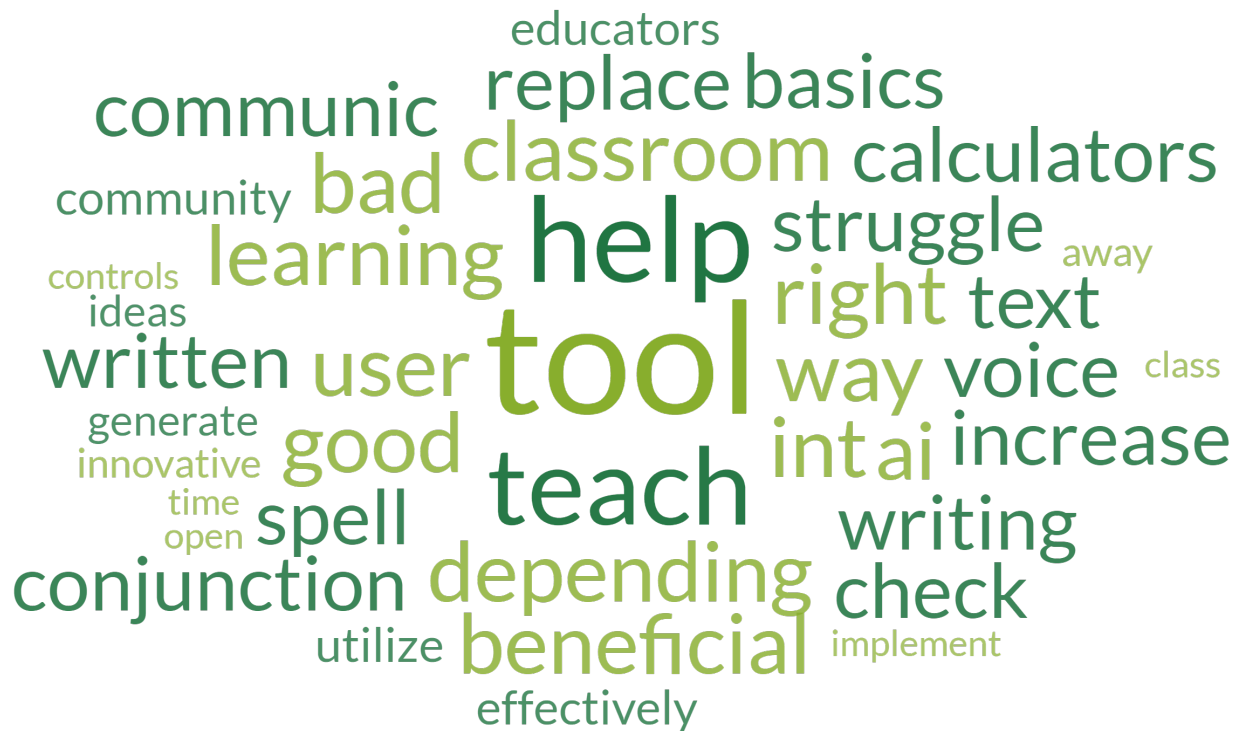
6
Thoughts



18
Ratings



WORDCLOUD
Top Rated





THOUGHTS

Key Thoughts



It can be a tool used for good and bad depending on the user. It can be beneficial to learning in the classroom if used in the right way.

3.8  (3 )

Ranked #1 of 6

We have to teach students how to use this in conjunction with their own writing so that they don't use it to replace their own writing. We have spell check, calculators, voice to text. Why not use AI as a TOOL to help those who struggle with writing basics to increase written communication?

3.7  (4 )

Ranked #2 of 6

It is here, and as educators, and as a community, we must help teach students how to utilize it effectively.

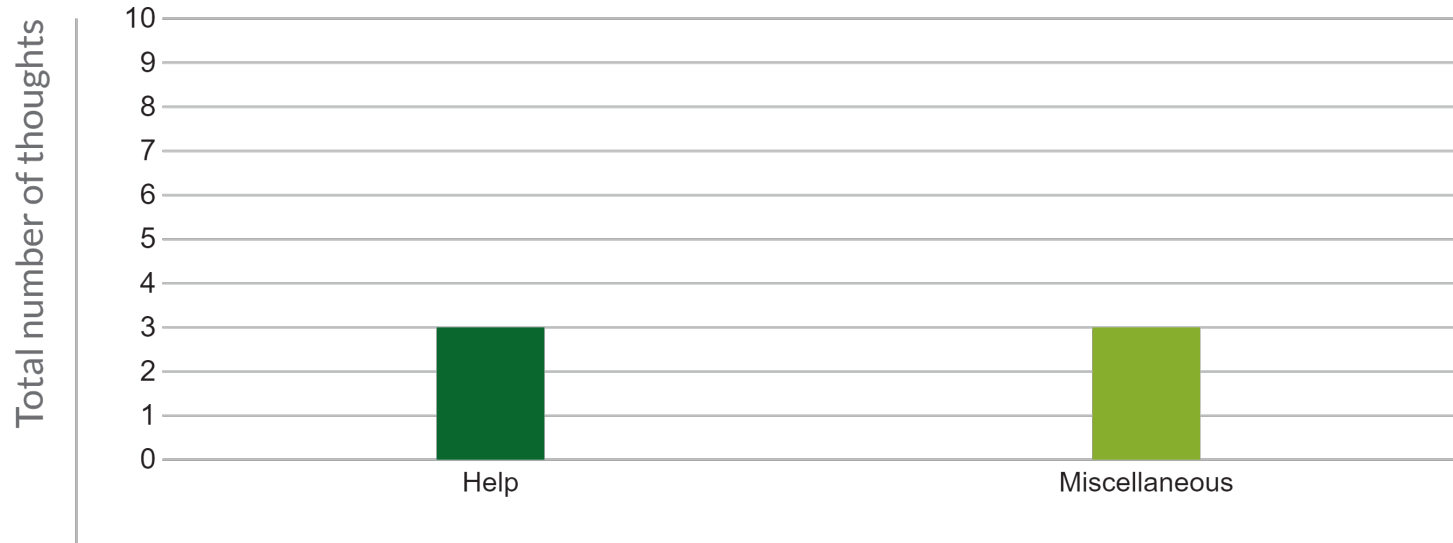
3.4  (2 )

Ranked #3 of 6



KEYWORD THEMES

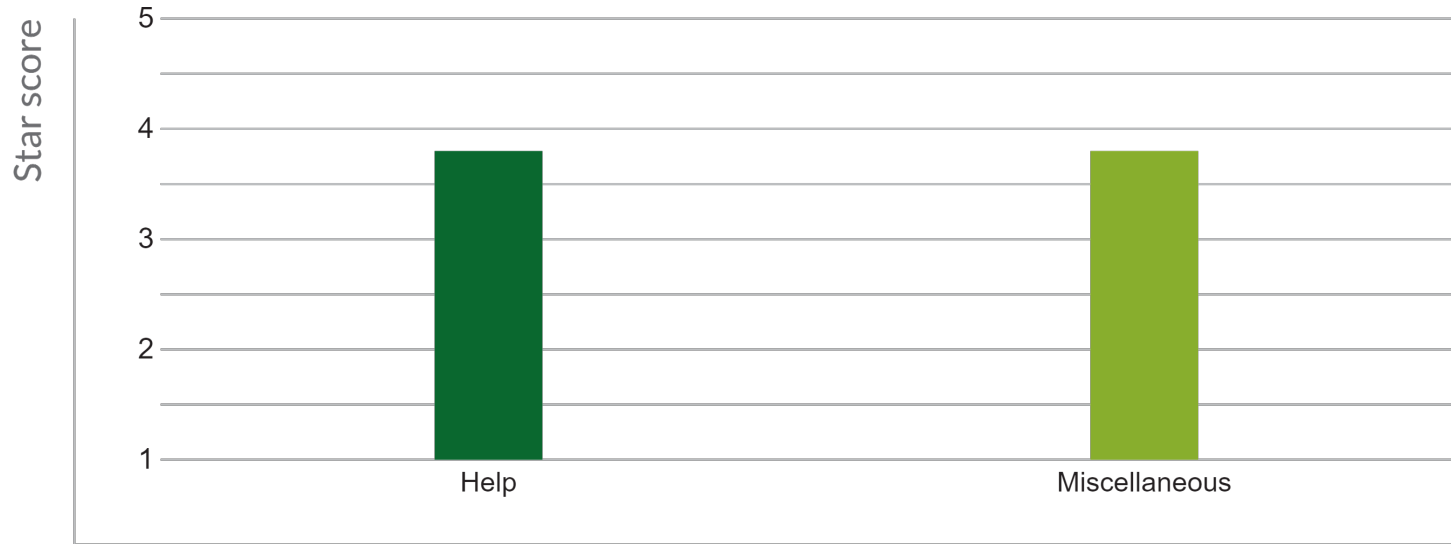
Top Themes by total thoughts





KEYWORD THEMES

Top Themes by star score





THOUGHTS Help



We have to teach students how to use this in conjunction with their own writing so that they don't use it to replace their own writing. We have spell check, calculators, voice to text. Why not use AI as a TOOL to help those who struggle with writing basics to increase written communic?

3.7  (4 )

It is here, and as educators, and as a community, we must help teach students how to utilize it effectively.

3.4  (2 )

It can be helpful It can generate ideas

3.3  (4 )



THOUGHTS

Miscellaneous



It can be a tool used for good and bad depending on the user. It can be beneficial to learning in the classroom if used in the right way.

3.8  (3 )

innovative not going away

3.3  (1 )

I will not use AI in my class at this time so I am open to any controls you want to implement.

3.2  (4 )



WRAP UP Next Steps



Thanks for participating

We'll be carefully considering what we learned and sharing our actions back with you.

2023-2024 Negotiated Agreement Language

Effective January 1, 2024, USD 333 will match dollar for dollar for the stated amount of \$25 per payroll for all certified and classified employees that are enrolled in the ESSDACK 403(b) Plan that Concordia USD 333 utilizes.

All employees will be vested immediately.

We will not prohibit people based on age OR their status with KPERS.



1500 E. 11th Avenue • Suite 200 • Hutchinson, Kansas 67501 • (620) 663-9566 • www.essdack.org

ESSDACK 403(b)/457(b) Assurances

Participation in the ESSDACK 403(b)/457(b) Plan indicates acceptance and adherence by the participating districts to these assurances established by the ESSDACK 403(b)/457(b) Board of Trustees.

1. ***Communicate before hand to employees the change that is being made and why.***
 - Information regarding the ‘why and what’ is available from Ameritime and ESSDACK.
2. ***Plan and Hold Group Educational Meetings***
 - Group meetings of all employees should be held within 3 months prior to enrollment. These should be mandatory, but, if not able to mandate, these need to be highly encouraged by the superintendent as a minimum.
 - As the change is being implemented, hold informational meetings where employees can ask questions and get the answers they need to fully understand the ‘why and what’ of the change.
3. ***As the Superintendent, be at the roll out meeting and introduce the Ameritime Advisor.***
 - This communicates district support to participate and that leadership is behind the program.
4. ***Allow Ameritime Advisors ongoing access to participants through the following types of educational meetings.***
 - Host 403(b) and/or 457(b) update meetings.
 - Host ‘Retirement’ meetings for those within 5 years of retirement.
 - Invite the Ameritime Advisor to give up-dates on the plan at *district-wide* staff meetings.
5. ***Communicate the strengths and weaknesses of the plan to the participants.***
 - This provides an honest, open approach to benefits of the plan for participants. Strengths can be identified and should be maximized by the participants.

- The weaknesses should be identified and strategies suggested minimizing the impact of such.
- Many times this communication can be re-iterated by the Ameritime Advisor at the education meetings.

6. ***Upload payroll report to “Your Future is Daily” website and remit payment within 7 business days of processing payroll.***

7. ***Remit all 403(b)/457(b) payments electronically.***

8. ***Provide digital census data, for all eligible employees, in the provided specified format inclusive of all requested data, as required for plan operation, online enrollment and/or audit purposes.***

- All census data shall remain strictly confidential and will be used solely for administering 403(b)/457(b) services and financial education. It will not be used for any solicitation purposes nor will any data be shared or sold to third parties.
- Privacy and security measures shall include:
 - Multi-Factor Authentication to login to any user account.
 - Data will be independently safeguarded and stored on a secure server system.

9. ***Employee census data must be provided or uploaded at least 15 business days prior to the first payroll upload.***

10. ***When applicable, withhold and remit payments within 7 days of processing payroll for employee loans per the amortization schedule provided to the district.***

11. ***Adhere to the existing plan documents and plan assurances and participation agreement.***

- As the total dollars under management increases, specific price break points have been established to reduce the cost of operation to the individual investor, thus saving the individual significant dollars over the life of the investment. In addition, the greater the number of participants, the lower the payroll taxes for the district.

Superintendent

Date

Dr. Chad Higgins
ESSDACK

Date

USD #

**RESOLUTION OF THE BOARD OF EDUCATION OF
Concordia USD 333
403(b)/457(b) RESOLUTION**

WHEREAS, the Board of Education (the “Board”) of Concordia USD 333 (the “District”) has reviewed all applicable materials and desires to participate in the “ESSDACK Consortium 403(b)/457(b) Retirement Plan” (the “**Plan**”), for the purpose of providing an alternative retirement plan for the District that is in our employees’ best interests.

WHEREAS, we understand the Plan is intended to be considered as a qualified retirement arrangement under Section 403(b)/457(b) of the Internal Revenue Code and its applicable Regulations, as amended from time to time; and

WHEREAS, the District has the authority to adopt the Plan in the manner set forth below;

NOW THEREFORE BE IT

RESOLVED, that the District hereby agrees to be a participating employer in the ESSDACK Consortium 403(b)/457(b) Retirement Plan, to be effective as of the required implementation date as set forth under the Plan;

FURTHER RESOLVED, that the District’s Superintendent, and any such other employees and other designees he or she shall so appoint, is authorized to take whatever other actions are necessary to fully implement the Plan, including but not limited to the preparation of any applicable Plan documents, employer participation agreements or undertake such other needs or actions as are required to fully implement the Plan for our District’s use.

IN WITNESS WHEREOF, these resolutions are executed on November 13, 2023.

CERTIFIED BY AND ATTESTED TO:

Bryan Bombardier
Printed Name and Title of Signer

ESSDACK CONSORTIUM 403(b)/457(b) RETIREMENT PLAN

PARTICIPATING EMPLOYER AGREEMENT

THIS AGREEMENT is entered into the day and year last entered below, by and between Concordia USD 333, a Kansas School District (hereinafter referred to as the “Participating Employer”) and **EDUCATIONAL SERVICES & STAFF DEVELOPMENT ASSOCIATION OF CENTRAL KANSAS**, a Kansas not-for-profit corporation (hereinafter referred to as “ESSDACK” or the “Plan Sponsor”).

WHEREAS, the Participating Employer desires to recognize the contribution made to its successful operation by its employees and to reward such contribution by means of the sponsorship of a 403(b) and/or 457(b) retirement Plan;

WHEREAS, there exists a framework plan administrative and investment services sponsored by ESSDACK, under the **ESSDACK CONSORTIUM 403(b) RETIREMENT PLAN and TRUST**, (hereinafter referred to as the “Plan”);

WHEREAS, the Plan was established effective as of September 1, 2008 and provides that other employers may adopt the Plan and participate therein, subject to the provisions of Sections 1.27 and Article IX of the restated Plan;

WHEREAS, the Plan’s Board of Trustees also previously accepted responsibility to manage and administer 403(b) and/or 457(b) deferred compensation arrangements (“403(b) and/or 457(b) Plans”) sponsored through participating employers who also agree to delegate plan oversight to the Board of Trustees on such district’s behalf.

NOW, THEREFORE, the Participating Employer by this written agreement becomes a party to and either adopts the Plan, and/or otherwise adopts the usage of the Plan’s procedures for the management of the district’s 403(b) and/or 457(b) plan arrangement as set forth in the 403(b) and/or 457(b) Addendum, and the Plan’s Board of Trustees (the “Trustees” or “Plan Administrator”) hereby consent to such adoption and participation of the Participating Employer on the following terms and conditions:

1. **Rights and Obligations of Participating Employer.** Except as provided in this Agreement and unless the context of the Plan clearly indicates to the contrary, wherever a right or obligation is imposed upon ESSDACK or its Board of Trustees of the Plan by the terms of the Plan, the same shall extend to the Participating Employer as the “Employer” under the Plan and shall be separate and distinct from that imposed upon ESSDACK or the Trustees. It is the intention of the parties that the Participating Employer shall be a party to the Plan or its 403(b) and/or 457(b) Plan, as applicable, and treated in all respects as the Employer thereunder, with its employees to be considered as Employees or Participants, as the case may be, thereunder. However, the participation of the Participating Employer in the Plan, or its 403(b) and/or 457(b) Plan, as applicable, shall in no way diminish, augment, modify, or in any way affect the rights and duties of ESSDACK, its Employees, the Trustees, or any Participants, under the Plan or such 403(b) and/or 457(b) Plans for which it administers on the Participating Employer’s behalf.

(a) The Participating Employer shall supply to the administrator of the Plan or its 403(b) and/or 457(b) plan, as applicable, (as designated in the Plan and hereinafter referred to as the “Plan Administrator”) full, accurate and timely information on all matters relating to the eligibility of its employees to participate in the Plan, or the 403(b) and/or 457(b) plan, as applicable, their compensation, and their retirement, death, disability, or termination of employment, and such

other pertinent facts as the Plan Administrator may require. The Plan Administrator may rely upon such information as is supplied by the Participating Employer and shall have no duty or responsibility to verify such information.

(b) The Participating Employer shall pay to the Trustees or to such third party as the Plan Administrator shall direct, all contributions to the Plan or 403(b) and/or 457(b) Plan, as applicable, within the time prescribed by the Plan.

(c) The Participating Employer shall refer all claims for Plan or 403(b) and/or 457(b) Plan benefits and all requests for information concerning the Plan or 403(b) and/or 457(b) Plan to the Plan Administrator immediately upon receipt of same by the Participating Employer. In addition, the Participating Employer shall immediately notify the Plan Administrator in writing of all events of which it has knowledge that could possibly give rise to a claim for benefits payable from the Plan or 403(b) and/or 457(b) Plan, as applicable, unless the Participating Employer in good faith has reason to believe that the Plan Administrator has already been informed of such event or will be informed of such event in due course and within the time deadlines for the filing of claims for benefits as imposed by the Plan or 403(b) and/or 457(b) Plan.

(d) The Participating Employer shall timely comply with all requests of the Plan Administrator for distribution of Plan or 403(b) and/or 457(b) Plan notices, summary Plan descriptions, summaries of annual reports and other disclosure information required by the Internal Revenue Code of 1986 to be distributed to employees of the Participating Employer.

(e) The Participating Employer agrees to allow for ESSDACK to be paid from Plan or 403(b) and/or 457(b) Plan Assets a maximum fee of 25 basis points (.25%) for its role and responsibility for sponsoring the Plan and undertaking reasonable administrative expenses and operations related thereto. Other expenses of the Plan or 403(b) and/or 457(b) Plan, as applicable, shall also be paid from the Plan's or 403(b) and/or 457(b) Plan's assets, as applicable, and subject to allocation to all participant accounts on a periodic basis, but that all such expenses shall be fully disclosed to the extent applicable.

2. **Designation of Agent.** The Participating Employer with respect to all its relations with the Trustees, the Plan Administrator, and any insurer of the Plan or 403(b) and/or 457(b) Plan, as applicable, shall be deemed for the purpose of the Plan or 403(b) and/or 457(b) Plan to have designated irrevocably ESSDACK as its agent. All actions required or permitted by the Plan or 403(b) and/or 457(b) Plan, as applicable, to be taken by ESSDACK shall be effective with respect to the Participating Employer who hereby irrevocably designates ESSDACK as its agent for such purposes. Furthermore, and not in limitation of the foregoing, the Participating Employer hereby designates ESSDACK as its agent and on its behalf to appoint and remove the Trustees and any investment provider to the Plan or 403(b) and/or 403(b) and/or 457(b) Plan, as applicable, and to adopt, amend, restate, modify, correct or terminate the Plan and any contract, trust, policy, summary, rule, regulation, procedure, report or instrument in connection therewith, in whole or in part, and from time to time, and in ESSDACK's sole discretion; such adoption amendment, restatement, modification, correction or termination to be binding upon and inure to the benefit of the Participating Employer and its employees in all respects upon thirty (30) days written notice of the same delivered to the Participating Employer.

3. **Responsibilities of Trustees.** The parties agree that the Trustees of the Plan or 403(b) and/or 403(b) and/or 457(b) Plan, as applicable, shall receive and apply all contributions made to the Plan or 403(b) and/or 457(b) Plan, as applicable, by ESSDACK and by the Participating Employer, as well as to do and perform all acts that are necessary to keep records and to determine and pay benefits in accordance with the terms of the Plan or 403(b) and/or 457(b) Plan, as applicable, and pursuant to the respective powers

and authorities granted to such Trustee as contained in the Plan or 403(b) and/or 457(b) Plan, as applicable, and the instruments and contracts adopted in connection therewith.

4. **Responsibilities of the Plan Administrator.** The parties agree that the Plan Administrator shall be charged with the duties of the general administration of the Plan or 403(b) and/or 457(b) Plan, as applicable, and the Participating Employer agrees to provide competent and timely cooperation with and information to the Plan Administrator to enable the efficient and timely administration of the Plan. Such duties of the Plan Administrator shall include, but not be limited to, the following:

(a) The discretion to determine all questions relating to the eligibility of employees of the Participating Employer to participate or remain a participant under the Plan and to receive benefits from the Plan;

(b) To compute, certify, and direct the Trustees with respect to the amount and the kind of benefits to which any Participant shall be entitled under the Plan or 403(b) and/or 457(b) Plan, as applicable;

(c) To authorize and direct the Trustees with respect to all non-discretionary or otherwise directed disbursements from the Plan or 403(b) and/or 457(b) Plan, as applicable;

(d) To maintain all necessary records for the administration of the Plan or 403(b) and/or 457(b) Plan, as applicable;

(e) To interpret the provisions of the Plan or 403(b) and/or 457(b) Plan, as applicable, and to make and publish such rules for regulation of the Plan or 403(b) and/or 457(b) Plan as are consistent with the terms thereof;

(f) If applicable, to determine the size, price and type of any annuity or insurance contract (group or individual) to be purchased from any insurer, and to designate the insurer from which such contract shall be purchased;

(g) To compute and certify to the Participating Employer and to the Trustees from time to time the sums of money necessary or desirable to be contributed to the 403(b) and/or 457(b) Plan, as applicable, and

(h) To have all powers necessary or appropriate to accomplish the foregoing duties and other duties as are specified in the Plan or 403(b) and/or 457(b) Plan, as applicable.

5. **Adoption of Plan.** Except as otherwise provided within Attachment A, attached hereto and incorporated by reference, if applicable, the execution of this Agreement by the Participating Employer shall be construed as the adoption of the Plan in every respect as if said Plan had this date been executed by the Participating Employer, including the Plan's authority to be amended or terminated, or except as otherwise expressly provided in this Agreement or in any amendment that may subsequently be adopted hereto.

6. **Representations and Warranties.**

(a) Employer and Plan Administrator represents and warrants it is a corporation duly incorporated, organized under the laws of Kansas or such other applicable state of jurisdiction, and has all requisite power and authority, corporate and other, to execute and deliver this Agreement, to adopt, maintain and sponsor the Plan or 403(b) and/or 457(b) Plan, as applicable, as an employer

under the Internal Revenue Code of 1986, as amended, and to consummate the matters contemplated in this Agreement and that all such matters have been duly authorized by all requisite corporation actions.

(b) Participating Employer represents and warrants it is a Kansas public school district and/or such other state of jurisdiction, or other political subdivision of a state or federal agency and has all requisite power and authority to execute and deliver this Agreement, to adopt, maintain and sponsor the Plan or 403(b) and/or 457(b) Plan, as applicable, as an employer under the Internal Revenue Code of 1986, as amended, and to consummate the matters contemplated in this Agreement and that all such matters have been duly authorized by all requisite corporation actions.

7. **Term; Termination.** The term of this Agreement shall commence on _____, 202__, and shall continue, unless sooner terminated as provided in this Section 7 or as otherwise provided under the Plan or 403(b) and/or 457(b) Plan, as applicable, or until the Plan's or 403(b) and/or 457(b) Plan's, as applicable, termination. Notwithstanding the foregoing, either party may terminate this Agreement upon advance written notice of thirty (30) days to the other party.

8. **Indemnification.** The Participating Employer agrees to protect, defend, hold harmless and indemnify ESSDACK and Plan Administrator from and against any and all claims, damages, liabilities, taxes, penalties, losses and expenses, and reasonable attorney's fees and costs, arising out of any alleged or actual negligence, misrepresentation, or breach under this Agreement or applicable law by the Participating Employer.

9. **Independent Contractors.** The parties enter into this Agreement as independent contractors, and nothing contained in this Agreement shall be construed to create a partnership, joint venture, or employment relationship between the parties. Nothing contained in this Agreement shall be construed to make the employees of the Participating Employer employees of Employer. Nothing contained in this Agreement shall be construed to make the employees of ESSDACK employees of the Participating Employer. Participating Employer shall remain the employer of its employees and shall be liable for all wages, salaries, employment taxes, and other costs associated with such employment.

IN WITNESS WHEREOF, ESSDACK and the Participating Employer have caused this Participating Employer Agreement to be executed in their respective names and by their duly authorized respective officers on this _____ day of _____.

**EDUCATIONAL SERVICES & STAFF
DEVELOPMENT ASSOCIATION OF CENTRAL
KANSAS**

By: _____
Deb Haneke, CFO ESSDACK
Printed Name & Title

(“PARTICIPATING EMPLOYER”)

By: _____

ATTACHMENT A

Other than the 403(b) and/or 457(b) Addendum, attached, there are no additional Agreements between Concordia USD 333 and ESSDACK in relationship to executing this Participating Employer Agreement.

4841-7102-7359, v. 1



1500 E. 11th Avenue • Suite 200 • Hutchinson, Kansas 67501 • (620) 663-9566 • www.essdack.org

October 10, 2023

Mr. Breese,

Let me be among the first to welcome you and your district to the ESSDACK 403(b) Investment Consortium. We look forward to serving your staff as they secure their future through retirement savings.

To get started, we will need the following three documents completed, signed by the appropriate person and returned to your Investment Advisor.

1. **Board Resolution** - This document that needs to be signed by the board president or his/her designee.
2. **Participating Employer Agreement (PEA)** - This is a document that also will need to be signed. This is usually signed by the Superintendent, but if you wish the board president or his/her designee is also acceptable.
3. **ACH Authorization**
4. **Assurances**—This should be signed by the Superintendent.

Once completed and signed, scan and return the above four documents to your advisor via email as provided below.

- **Grant Lane**--send to Kellie Bauerle kbauerle@compassfr.us
- **Rob Lane**--send to Ross Bauer ross@compassfr.us
- **Tom Alstrom**: tom@compassfr.us
- **John Rundle**: john@compassfr.us
- **Tyler Lane**: tyler@compassfr.us
- **Todd Adrian**: todd@compssfr.us
- **Brian Luther**—send to Chelsea Slavin chelsea@compassfr.us

Once your paperwork has been returned, Luke McKee from Ameritime will connect with your payroll clerk to provide an orientation, answer questions and make arrangements with TPP for training on the website where payroll data will be uploaded.

I've also attached the following items to this email.

- **Plan Summary**—This should be distributed to all eligible employees.
- **Overview of Plan Structure**-- Graphic depicting the various partners involved in delivering this service.

Thank you for the opportunity to provide this valuable service to your district, and welcome to the ESSDACK 403(b) Investment Consortium.

Dr. Chad Higgins, Executive Director



1500 E. 11th Avenue • Suite 200 • Hutchinson, Kansas 67501 • (620) 663-9566 • www.essdack.org

ESSDACK



Tracey Holmes <tracey.holmes@usd333.com>

Put these bids in executive Content for Food Service Truck

1 message

Quentin Breese <quentin.breese@usd333.com>
To: Tracey Holmes <tracey.holmes@usd333.com>

Wed, Nov 8, 2023 at 11:33 AM

Please place this email in executive Content as well.

We recommend the purchase of 2022 Chevrolet Express 3500 Food Service Truck for \$50,149. This unit was driven to our location tested with the liftgate and aligned to our dock.

The other bid was for an Isuzu Cargo van quote for 92K.

Locally, Belleville couldn't find anything so didn't submit a bid.
Farm Country is continuing to look but no bid was submitted.
Concordia Chevrolet was able to locate a truck on "Car Finder" but this was the cost with no box or lift gate and it was listed at \$52,000.

--



Quentin Breese
SUPERINTENDENT

Office 217 W. 7th St. Concordia, Kansas 66901
Contact 785-243-3518
Email quentin.breese@usd333.com

Trust-Ownership-Culture



CONFIDENTIALITY NOTICE: This message is from the Concordia School District. The message and any attachments may be confidential or privileged and are intended only for the individual or entity identified above as the addressee. If you are not the addressee, or if this message has been addressed to you in error, you are not authorized to read, copy or distribute this message or any attachments. We ask that you please delete this message and any attachments and notify the sender by return email or by phone (785-243-3518).

2 attachments

 **Isuzu Cargo Van Quote - with Dock Friendly Liftgate.pdf**
223K

 **CONCORDIA (1).PDF**
336K

ADDITIONAL TERMS AND CONDITIONS

1. These definitions apply to this Agreement.
 - "Dealer," "us," "our" and "we" mean or refer to the authorized Dealer named on the face of this agreement and who becomes a party to this Agreement by accepting it.
 - "Buyer" and "you" mean or refer to the party executing this Agreement as such.
 - "Manufacturer" means the corporation that manufactured the Vehicle.
 - "Vehicle" is the vehicle or chassis that is the subject of this Agreement.
 - "Trade-in" is the used vehicle that Buyer intends to use as part of the consideration for the purchase price of the Vehicle or otherwise is to be transferred to Dealer.

We are not the Manufacturer's agent. You and we are the sole parties to this Agreement. References in this Agreement to Manufacturer are for the purpose of describing certain contractual relationships between the Manufacturer and us relating to new vehicles.

2. The Manufacturer may change our price of new vehicles without notice. If that happens with regard to new vehicles of the series and body type of the Vehicle before we deliver it to you, we may change the cash delivered price of the Vehicle to you accordingly. If we do, you may cancel this Agreement. Subject to applicable law, if you cancel we shall return any Trade-in to you, unless we have sold it. You agree to pay reasonable storage and repair charges. If we have sold the Trade-in, we shall pay you the sale price, less a sales commission of 15% and any expense in storing, insuring, conditioning or advertising it for sale.
3. If you don't deliver your Trade-in to us until we deliver the Vehicle to you, we will reappraise the Trade-in at that time, subject to applicable law. The reappraised value will be the allowance for the Trade-in. If the reappraised value is lower than the amount shown in this Agreement, you may cancel this Agreement. You must exercise your right to cancel before we deliver the Vehicle to you and you surrender the Trade-in to us.
4. You agree to give us satisfactory evidence of title to any Trade-in when you deliver it to us. You warrant any Trade-in to be your property. You warrant that the Trade-in is free and clear of all liens and encumbrances unless otherwise noted in this Agreement, and that the Trade-in has never had a salvage or "branded" title. You represent that the Trade-in's mileage shown in this Agreement is the actual mileage on the Trade-in unless you have noted other mileage on this Agreement. You authorize us to rely on this representation in entering into this transaction. If you provide false information, you will repurchase the related Trade-in from us for the full price allowed to you plus all costs we incur in resolving this matter including but not limited to reconditioning costs, legal fees, court and collection costs.
5. If you fail or refuse to accept delivery of the Vehicle or comply with this Agreement, we may keep as liquidated damages any cash deposit you made, to the extent not prohibited by law. We may reimburse ourselves for any expenses and losses we incur or suffer as a result of your failure or refusal. Such expenses and losses may include our reasonable attorneys' fees. This section doesn't apply if you cancel this Agreement under section 2 or 3.
6. The Manufacturer may change the design of any vehicle, chassis, accessories, or parts at any time without notice and without obligation. The Manufacturer may also make the same or any similar change upon any vehicle, chassis, accessories, or parts already bought by or shipped to us or being manufactured or sold in accordance with our orders. If the Manufacturer makes such a change, we have no obligation to you to make the same or any similar change in the Vehicle or its parts either before or after we deliver the Vehicle to you.
7. We aren't liable for failure to deliver or delay in delivering the Vehicle where such failure or delay is due, in whole or in part, to any cause beyond our control or without our fault or negligence.
8. The Vehicle price doesn't include sales taxes, use taxes or occupational taxes based on sales volume, (federal, state or local) unless expressly so stated. You agree to pay, unless prohibited by law, any such taxes imposed on or that apply to the transaction reflected by this Agreement, regardless of who has primary liability for the tax.
9. If this Agreement shows a charge for Credit Insurance, this paragraph applies. The Credit Insurance provisions in any retail installment contract you later sign related to this Agreement will apply. If such insurance is wholly or partly unavailable under the designated policy, we will deduct the applicable part of the Credit Insurance charge shown in this Agreement and the related finance charge from the amount you owe. If such insurance does not become effective, we will notify you of that fact. This Agreement and any related retail installment contract you sign shall otherwise remain fully effective, to the extent provided by applicable law.
10. You agree to sign such agreements or documents as we may require to effect the terms and conditions of payment shown in this Agreement.
11. Payoff information shown on the front of this Agreement ("Balance Owed") is provided by you and/or your lienholder. Should the actual payoff(s) be less, we will refund the difference to you. If the payoff(s) is more, you agree to remit the difference to us within three business days of notification of the difference.
12. This Agreement is an agreement to buy the Vehicle. If there is an Unpaid Balance, your obligation to buy and our obligation to sell the Vehicle are expressly conditioned upon you obtaining financing for the Unpaid Balance. You have two business days from the date of this Agreement to obtain such financing. If you pay us with a check that is dishonored or unpaid for any reason, we may, at our sole option, declare this Agreement null and void and retake the Vehicle, or make claims against you on the check. In addition, to the extent permitted by law, **we will charge you a \$25 returned check charge.**
13. If for any reason you and we do not complete the Vehicle sale and purchase, financing is not obtained, or this Agreement is declared void, this section applies. You will return the Vehicle to us. You will pay us on demand all reasonable charges and expenses for any damage to the Vehicle. Unless prohibited by applicable law, you will pay us the greater of \$.30 per mile or \$20 per day for your use of the Vehicle. When you have paid us the amounts you owe under this Agreement, we will return the Trade-in to you, unless we have sold it. If we have sold the Trade-in we shall pay you the sale price, less a sales commission of 15% and any expenses in storing, insuring, conditioning, or advertising it for sale. If you fail to return the Vehicle within 24 hours of notice, you agree that we may, solely at our option, cancel the sale and retake immediate possession of the Vehicle and, in addition to those charges specified above, you agree to pay us all reasonable expenses we incur in connection with retaking the Vehicle, including attorneys' fees and other expenses to the extent permitted by applicable law.
14. If this Agreement shows that any part of the transaction is to be financed, we may assist in submitting credit applications to third parties. Unless we have committed to do so in writing, we will not lend you money or finance this transaction regardless of any notation to the contrary on any other document. No agent, employee or manager of ours can change this policy.
15. **Warranties Seller Disclaims: If the Vehicle is purchased primarily for business or agricultural purposes (see "Please Enter My Order for the Following" on the front of this Agreement) by other than natural person, husband and wife, sole proprietor, or family partnership, the seller makes no warranties, express or implied, on the Vehicle and there will be no implied warranties of merchantability of fitness for a particular purpose, unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this Contract. This provision does not affect any warranties covering the Vehicle that the Vehicle manufacturer may provide, or any express warranties identified on the front of this Agreement under "Applicable Warranty Information, If Any."**
16. In the event that any of the terms and conditions of this Agreement are inconsistent with the terms and conditions of any retail installment sales agreement between Buyer and Seller, the terms of such retail installment sales agreement shall apply.
17. **USED CAR BUYERS GUIDE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS, LA INFORMACIÓN QUE VE EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

18. ARBITRATION CLAUSE. This arbitration clause applies if the box on the front of this Agreement is checked.

This Arbitration Clause significantly affects your rights in any dispute with us. Please read the Arbitration Clause carefully before you sign this Agreement.

- EITHER YOU OR WE MAY CHOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY A JURY TRIAL.
- IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. THE INFORMATION YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.

Any claim or dispute, whether in contract, tort or otherwise (including the interpretation and scope of this clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arise out of or relate to this Agreement or any resulting transaction or relationship (including any such relationship with third parties who do not sign this Agreement) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action.

Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose any one of the following arbitration organizations and its applicable rules: the American Arbitration Association, 355 Madison Ave. Floor 10, New York, New York 10017-4605 (www.adr.org), The National Arbitration Forum, Box 50191, Minneapolis, Minnesota 55405-0191 (www.arb-forum.com) or JAMS, 1920 Main Street, Suite 300, Irvine, California 92614 (www.jamsadr.com). You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside. We will pay that portion of your filing administration, service or case management fee and your arbitrator or hearing fee that the arbitrator determines that we must pay in order to make this agreement to arbitrate enforceable. Each party shall be responsible for its own attorney, expert or other fees, unless awarded by the arbitrator under applicable law. The arbitrator's award shall be final and binding on all parties, except that the losing party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act. (9 U.S.C. § 1 *et. seq.*) and not by any state law concerning arbitration.

You and we retain the right to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This clause shall survive any termination, payoff or transfer of this Agreement. If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable.



R/V	00756	VIN	0 UNKNOWN		USD 333 CONCORDIA	DATE IN	09/12/23
YEAR	2024	MAKE	ISUZU	MODEL	217 WEST 7TH ST	TIME IN	:
MILES IN		MILES OUT		COLOR	CONCORDIA	CLOSED	
SEE ALSO		FIRST USE		DISC.	KS 66901		
					C: () -		
					H: () -		
					W: (785) 243-3518		
					KELLY . STRUEBING@USD333 . COM	WRITER	MIKE

(1) FURNISH ISUZU TRUCK WITH BROWN CARGO VAN Labor ITEMS .00
 INSTALLED AS WELL AS THE TOMMY LIFTGATE
 INSTALLED ON BOX
 CARGO VAN: MODEL 917 SB 14' BROWN CARGO VAN
 14' L X 96" W
 TOMMY LIFTGATE: 89-16 EA55, 89" X 55" ALUM.
 PLATFORM WITH 12 INCH TAPER, 1600 LB MAX
 CAPACITY
 ISUZU TRUCK IS A 2024 MODEL NPR, 150" WB
 *
 TOTAL COST DOES NOT INCLUDE TAXES OR TITLE
 *
 TOTAL COST: \$92,997

C Total Repair (Internal)00

(2) EVERYTHING SAME AS LINE ONE WITH THE Labor .00
 EXCEPTION OF CHANGING THE LIFTGATE OUT TO A
 DOCK FRIENDLY, STEEL FRAME, ALUM. PLATFORM
 THIS CHANGES THE PLATFORM TO A 89"X45" WITH
 A 12" TAPER AS WELL AS A 2 PIECE FOLDING
 PLATFORM AND 1600 LB. MAX CAPACITY
 *
 TOTAL COST DOES NOT INCLUDE TAXES OR TITLE
 *
 TOTAL COST: \$93,472.00

C Total Repair (Customer)00

	W/C	INT.	CUSTOMER
09/14/2023 11:9 AM			
Quote is valid for 90 days.	.00	.00	Labor .00
	.00	.00	Parts .00
DISCLAIMER OF WARRANTIES	.00	.00	Sublet/Fees .00
Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.	.00	.00	Shp Supplies .00
X CUSTOMER SIGNATURE	.00	.00	Oil/Grease .00
	.00	.00	Sub Total .00
	.00	.00	Tax .00
	.00	.00	Total .00

NAME**POSITION**

Updated 11/13/2023

LCNCK New Hires

Kassidee Johnson	Para Educator at RC (Repl. G. Carr)
Emma Rose	Para Educator at CES (Repl. G. Stiles)

LCNCK Resignations**LCNCK Terminations****LCNCK Deceased****LCNCK Transfers****USD #333 New Hires**

Kelsey Crain	H.S. Assistant Girls Wrestling
Samantha Dillow	Concordia After School Program Co-Director (Repl. A. Jones)
Rachel Franz	Concordia After School Program Co-Director (Repl. A. Jones)

USD #333 Transfers**USD #333 Resignations**

Zoe Brichalli	Assistant Spirit Squad/Head Dance Coach
---------------	---

USD #333 Terminations**USD #333 Deceased**