Regular Board of Education Meeting

Garden City USD 457

Monday, July 14, 2025 - 6:00 PM

Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846

Board of Education Members:
Jacob Jenkins; Katherine Cole; Mark Hinde; Nathan Haeck; Randy Ralston; Rebecca Swender; Robin Bergkamp

Promise

Garden City Public Schools – Where Everyone Leads

Mission

Garden City Public Schools will deliver an unparalleled educational experience for our students, staff, and community.

Vision

Garden City Public Schools will deliver an unparalleled educational experience for our students, staff, and community that inspires excellence through rigorous coursework, individualized learning experience both inside and outside the classroom. We are committed to cultivating leadership in every student and staff member, empowering them to take initiative, inspire others, and drive positive change. At Garden City Public Schools, everyone leads.

A. **PLEDGE**

B. **SILENT REFLECTION**

C. **APPROVAL OF AGENDA - with the following amendments.**

C.1. Additional certified and classified personnel actions, Item E.3.

C.2. Remove Item F.7. - New Business - The Board of Education is asked to consider and approve the Purchase and Subscription Services Agreement between Raptor Technologies and Garden City Public Schools for EmployeeSafe Suite Renewal (Public School Works) in the amount of $41,433.00 for a one-year contract.

C.3. Add Item I.1, Executive Session, for consultation with an attorney for the body or agency which would be deemed privileged in an attorney-client relationship.

D. **DELEGATIONS, Q & A, PUBLIC COMMENTS, RECOGNITIONS, COMMITTEE REPORTS**

(a speaker or group will be allotted five minutes to speak after signing a request to address the Board of Education)

D.1. Election of Board of Education President and Vice President

D.1.a. President

D.1.b. Vice President

E. **CONSENT AGENDA**

E.1. Minutes

E.1.a. Minutes of the June 26, 2025, Regular Board of Education Meeting

E.1.b. Minutes of the June 30, 2025, Special Board of Education Meetings

E.2. Accounts Payable totaling $12,828,362.21, noting that all major accounts contain adequate balances to meet current obligations.

E.3. Personnel

E.3.a. Certified

E.3.b. Classified

E.4. Other

E.4.a. Board of Education Standards for the 2025-26 School Year

Board members will sign the Board of Education Standards document.

E.4.b. ANNUAL REORGANIZATION - recommend the following actions be taken:

E.4.b.i. **Appointment of Board Clerk, Deputy Board Clerk, Treasurer and Attorney -** recommend that the board appoint the following individuals:

- Board Clerk: Jennifer Ramos
- Deputy Board Clerk: Sylvia Ramos
- Treasurer: Trudy Bogle
- Attorney: Jennifer Cunningham - Doering, Grisell and Cunningham

E.4.b.ii. **Adopt a Resolution to Establish Board of Education Regular Meeting Dates**

E.4.b.iii. **Designation of the official newspaper and depositories.**

That The Garden City Telegram be named the official newspaper for USD 457 for the 2025-26 fiscal year; and that Commerce Bank and Equity Bank be named official depositories; and that banks and savings and loan associations with home offices in Kansas and branch offices in Garden City be named as additional investment institutions for the 2025-26 fiscal year.

E.4.b.iv. **Adopt a Resolution Waiving the Requirements of Accounting and Auditing** on the basis of generally accepted accounting principles and fixed asset accounting for fiscal year 2025-26.

E.4.b.v. **Appoint the following program coordinators:**

- Title I Coordinator – Steve Nordby
- Title VI and Title VII Coordinator – Drew Thon
- Title VIB Coordinator – Gina Galpin
- Title IX Coordinator –Drew Thon
- Section 504 Coordinator – Gina Galpin
- ADA Coordinator – Drew Thon
- Homeless Coordinator – Monica Diaz
- Foster Care Contact – Steve Nordby

E.4.b.vi. **Appoint Representatives for the Nutrition Services Program and KPERS** – appoint Tracy Johnson as representative for the School Lunch Program and Rebecca Partin as representative for the Kansas Public Employees Retirement System for the fiscal year 2025-26.

E.4.b.vii. **Appoint District Attendance Officers –** appoint the three Youth (Truant) Officers and the Principals, Associate Principals and Admin Interns of each elementary, intermediate and secondary schools as Attendance Officers for USD 457 for the 2025-26 school year.

E.4.b.viii. **Appoint Hearing Officer for Free and Reduced Price Meal Application Appeals** – appoint Jessica Nothern as hearing officer for free and reduced price meal application appeals.

E.4.b.ix. **Appoint Freedom of Information Officer and records custodians as per Board Policy CN – Public Records** – appoint Roy Cessna, Public Information Coordinator, as the Freedom of Information Officer. The clerk is designated as the official custodian of all board records maintained by the district. The superintendent is designated as the official custodian of all district office records maintained by the district. Each building principal and/or program director is designated as the official custodian of all records established and maintained at the building level or other appropriate site.

E.4.b.x. **Adopt a Resolution to Establish Petty Cash Accounts and Limits**

E.4.b.xi. **Adopt a Resolution to Establish a Student Activities Fund**

E.4.b.xii. **Adopt a Resolution for 1,116-hour school term.**

E.4.b.xiii. **Appoint a Manager of Gate Receipts** - appoint Matthew Bayer, District Athletic/Activity Director, as manager of gate receipts.

E.4.b.xiv. **Adopt a resolution to appoint hearing officers/committee members to hear extended-term suspension/expulsion due process hearings.**

E.4.b.xv. **Appoint Hearing Appeal Officers** – appoint all Board of Education members as potential hearing appeal officers and grant authority to the Board President to appoint appeal panels, as needed.

E.4.b.xvi. **Recognize the collective bargaining unit for the 2026-27 school year –** recognize the Garden City Education Association as the collective bargaining unit for the 2026-27 school year.

E.4.b.xvii. **Adopt a Resolution to Establish Home Rule.**

E.4.b.xviii. **Adopt a Resolution to provide early payment of district bills.**

E.4.b.xix. **Adopt a Resolution Rescinding Policy Actions found in the minutes of this Board of Education prior to June 30, 2025**, and adopt the Board Policy Manual as presented and recommended by the Superintendent of Schools to govern USD 457 during the 2025-26 school year, subject to periodic review, amendment, and revisions by the Board of Education.

E.4.b.xx. **Adopt a Resolution for Destruction of Records**

E.4.c. The Board of Education is asked to consider and approve the renewal of Workers Compensation Insurance for FY26, RAS in the amount of $332,441.00

E.4.d. Approval of the following 2025–2026 Handbooks:

- GCHS Athletics Handbook

E.5. The Board of Education is asked to accept the bid for the sale of iPads to a third party vendor - Second Life Mac - for a total of $59,300.00.

E.6. The Board of Education is asked to consider and approve the disposal of obsolete technology equipment.

F. **NEW BUSINESS**

F.1. The Board of Education is asked to consider and approve the Cardiac Emergency Response Plan.

F.2. The Board of Education is asked to consider and approve the contract with The New Teacher Project (TNTP) to work with two buildings on Targeted Support for Improvement (TDI), Bernadine Sitts Intermediate Center and Abe Hubert Elementary.

F.3. The Board of Education is asked to consider and approve the updated Memorandum of Understanding (MOU) agreement between USD 457 Compass Behavioral Health.

F.4. The Board of Education is asked to consider and approve the updated Memorandum of Understanding (MOU) between the Finney County (FICO) Jail and USD 457 for special education services that will be provided to 18-21 year-olds housed at the FICO Jail.

F.5. The Board of Education is asked to consider and approve the Certified Physical Therapist Services Agreement between USD 457 and Jessica King.

F.6. The Board of Education is asked to consider and approve the continuation of Read 180 by Houghton Mifflin Harcourt Company, an existing curriculum resource. The agreement is a one-year contract from July 2025–July 2026, in the amount of $84,395.77.

F.7. The Board of Education is asked to consider and approve the one-year contract from July 1, 2025, through June 2026 for Inspect Plus, DnA and eduCLIMBER in the amount of $101, 640.

F.8. The Board of Education is asked to consider and approve the renewal of Leader in Me for the amount of $119,240.77 for a one-year contract.

F.9. The Board of Education is asked to consider and approve the Dual Credit Cooperative Agreement between Garden City Community College and Unified School District #457, Garden City Public Schools for Enrollment of Secondary Students for the 2025-2026 school year.

F.10. The Board of Education is asked to consider and approve the intent to exceed the Revenue Neutral Rate (RNR) for FY26.

F.11. The Board of Education is asked to consider and approve the following Board of Education Policy changes. (First Read)

- F.11.a. BBC Board Committees
- F.11.b. CCA District Organizational Chart
- F.11.c. CN Public Records
- F.11.d. DFE Investment of Funds
- F.11.e. DFH Fundraising Activities (NEW)
- F.11.f. GAE Complaints, formerly titled GAE Classified Employee Grievance Procedure
- F.11.g. GAACB Employee Whistleblower (NEW)
- F.11.h. IB School Site Councils
- F.11.i. IC Educational Program
- F.11.j. JBC Enrollment
- F.11.k. JBCD Enrollment of Military Students (NEW)
- F.11.l. JBCDA In District Transfer (title change)
- F.11.m. JGFGB Supervision of Medications
- F.11.n. JH Student Activities
- F.11.o. KBC Media Relations and Usage

F.11.p. KGB Concealed Observations

F.11.q. KM Visitors to the School

F.11.r. KN Complaints

G. **BOARD OPEN DISCUSSION**

- **Mark Hinde**
- **Nathan Haeck**
- **John Wiese**
- **Jackie Gigot**
- **Andy Fahrmeier**
- **Randy Ralston**
- **Robin Bergkamp**
- **Josh Guymon**

H. **NEXT BOARD MEETING**

The next meeting of the Board of Education will take place on Thursday, July 24, 2025, at 5:00 P.M. in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.

I. **EXECUTIVE SESSION - After the completion of all other business, the Board of Education will adjourn to executive session for the following reason:**

I.1. Consultation with an attorney for the body or agency which would be deemed privileged in an attorney-client relationship.

J. **ACCOUNTS PAYABLE REVIEW - Andy Fahrmeier and John Wiese**

K. **ADJOURNMENT**

GARDEN CITY PUBLIC SCHOOLS

DRAFT MINUTES *DRAFT*

Regular Board of Education Meeting Thursday, June 26, 2025 - 6:00 P.M.

Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846

The Board of Education of Garden City USD 457 met for a Regular meeting on Thursday, June 26, 2025, at 5:00 PM in the Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846.

Board members present were Andy Fahrmeier via conference call; Jackie Gigot; Mark Hinde; Nathan Haeck; Randy Ralston; Robin Bergkamp. John Wiese was absent. Joining board members at the conference table was Interim Superintendent, Josh Guymon. Also in attendance were Drew Thon, Chief Human Resources Officer and Jessica Nothern, Chief Financial Officer.

President Randy Ralston called the meeting to order at 5:03 PM. The meeting opened with the Pledge of Allegiance.

A. **PLEDGE** – Everyone stood for the Pledge of Allegiance.

B. **SILENT REFLECTION** – Thirty seconds of silent reflection was observed.

C. **APPROVAL OF AGENDA with the following amendments:**

C.1. Item D.3., additional certified and classified personnel actions for approval.
C.2. Add item E.1., New Business, The Board of Education is asked to consider and approve the continuation of Renaissance Learning, an existing curriculum resource. The agreement is a five-year contract through June 2030 in the amount of $140,000.00.

Action(s):
I move to approve the meeting agenda as amended. This motion, made by Jackie Gigot and seconded by Nathan Haeck, Carried.

Voting Detail:

Bergkamp:	Yea
Fahrmeier:	Yea
Gigot:	Yea
Haeck:	Yea
Hinde:	Yea
Ralston:	Yea
Wiese:	Absent

Voting Summary: Yea: 6, Nay: 0, Absent: 1

D. **CONSENT AGENDA** – All consent agenda items were approved as presented.

Action(s):
I move to approve all consent agenda items as amended. This motion, made by Jackie Gigot and seconded by Mark Hinde, Carried.

Voting Detail:

Bergkamp:	Yea
Fahrmeier:	Yea
Gigot:	Yea
Haeck:	Yea
Hinde:	Yea
Ralston:	Yea
Wiese:	Absent

Voting Summary: Yea: 6, Nay: 0, Absent: 1

D.1. **Minutes**

D.1.a. Minutes of the June 2, 2025, Regular Board of Education Meeting

D.2. Accounts Payable totaling $10,265,157.03, noting that all major accounts contain adequate balances to meet current obligations.

D.3. **Personnel**

D.3.a. **Certified**

Resignations: Emma Reif, Sarah Stucky, Novalyn Vidal

Appointments: Cade Anderson, Torrance Cooper, Paul Heddings, Justin Reich

Transfers:

- Dustin Hopkins – from adaptive/interrelated position at Garden City High School to social worker position at the Educational Support Center effective for the 2025-26 academic year.
- Amy Griffin – from instructional coach position at Garden City High School to administrator intern position at Florence Wilson Elementary School / Victor Ornelas Elementary School effective for the 2025-26 academic year.
- Keri Petersen – from instructional coach position at Jennie Barker Elementary School to instructional coach position at Jennie Barker Elementary School / Georgia Matthews Elementary School effective for the 2025-26 academic year.

D.3.b. **Classified**

Retirements: Dale Wainwright

Terminations: Jacob Ochampaugh

Resignations: Petra Avila, Jacynda Cargas, Itzel Goytia, Raul Morena, Alyssa Cedillo, Mindie Cooper

Assignments: Savannah Garcia, Moses Martinez, Johnathan LeBeau, Arely Lopez-Gonzalez

Transfer:

- Jennifer Peterson from Office Assistant II: Edith Scheuerman Elementary School to Administrative Specialist II: Educational Support Center

Other: Approved the reclassification of the Maintenance Manager position from Job Grade 30 to 31, effective June 1, 2025.

D.4. **Bids**

D.4.a. Conveyor Dishwasher for GCHS Bid - The Board of Education approved the bid of Pur-O-Zone in the amount of $20,233.43.

D.4.b. Kenneth Henderson Marquee Sign - The Board of Education approved the bid of Signs Plus in the amount of $35,300.00.

D.4.c. Passenger Vans Bid - The Board of Education approved the bid of Kansas Truck Equipment for two 10-passenger vans in the amount of $161,080.00.

D.4.d. Horace Good Middle School Press Box Demo - The Board of Education approved the bid of Lee Construction in the amount of $29,960.00.

D.5. **Other**

D.5.a. Ratification of the Negotiated Agreement

D.5.b. Approved of the following 2025–2026 Handbooks:

- Administrator Handbook
- Classified Employee Handbook.
- Special Education Handbook
- Student Assistance Team Handbook

E. **NEW BUSINESS**

E.1. The Board of Education is asked to consider and approve the continuation of Renaissance Learning, an existing curriculum resource. The agreement is a five-year contract through June 2030 in the amount of $140,000.00. Heather Stegman, Director Curriculum and Instruction, presented the following information.

Fastbridge is our reading and math screener in grades PreK - 12. The district has been paying $4.00 per student for access with KSDE paying an additional $4.00 per student. Renaissance is planning to raise the total cost from $8.00 to $10.98 per student starting July 1. In addition, it is uncertain that KSDE will continue to pay half of the per student rate. Renaissance has offered to lock in the $4.00 per student rate if we enter into a multi-year contract before June 30, 2025.

Board members' questions were answered.

Action(s):

Mr. President, I move to approve the continuation of Renaissance Learning and the five-year contract through June 2030 in the amount of $140,000.00. This motion, made by Jackie Gigot and seconded by Nathan Haeck, Carried.

Voting Detail:

Bergkamp:	Yea
Fahrmeier:	Yea
Gigot:	Yea
Haeck:	Yea
Hinde:	Yea
Ralston:	Yea
Wiese:	Absent

Voting Summary: Yea: 6, Nay: 0, Absent: 1

F. **NEXT BOARD MEETING** The next regular meeting of the Board of Education will take place on Monday, July 14, 2025, at 6:00 P.M. in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.

G. **ACCOUNTS PAYABLE REVIEW** - Jackie Gigot and Robin Bergkamp

H. **ADJOURNMENT** – There being no further business to come before the Board, the following action was taken.

Action(s):
That the Board of Education meeting be adjourned at 5:14 P.M. This motion, made by Mark Hinde and seconded by Robin Bergkamp, Carried.

Voting Detail:

Bergkamp:	Yea
Fahrmeier:	Yea
Gigot:	Yea
Haeck:	Yea
Hinde:	Yea
Ralston:	Yea
Wiese:	Absent

Voting Summary: Yea: 6, Nay: 0, Absent: 1

Respectfully submitted,

Jennifer Ramos, Clerk

Approved:

Randy Ralston, President

GARDEN CITY PUBLIC SCHOOLS

DRAFT MINUTES *DRAFT*

Regular Board of Education Meeting Monday, June 30, 2025 - 7:30 A.M.

Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846

The Board of Education of Garden City USD 457 met for a Special meeting on Monday, June 30, 2025, at 7:30 A.M. in the Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846.

Board members present were Andy Fahrmeier; Jackie Gigot; Mark Hinde and Robin Bergkamp. John Wiese; Nathan Haeck and Randy Ralston were absent. Joining board members at the conference table was Interim Superintendent, Josh Guymon. Also in attendance were Drew Thon, Chief Human Resources Officer; and Jessica Nothern, Chief Financial Officer.

Vice President Andy Fahrmeier called the meeting to order at 7:30 A.M. The meeting opened with the Pledge of Allegiance.

PUBLIC HEARING - To allow taxpayers and community members to voice their opinions and concerns about the proposed budget amendment.

Vice President Andy Fahrmeier declared the hearing for the 2024-2025 proposed budget amendment was open for discussion.

Jessica Nothern presented the following information. The district received an additional $30,000 grant for the Parents as Teachers program, so with the required fifty percent match, that puts us at a total of $436,440. Since the District originally budgeted less than that amount, we have to republish and hold this hearing to approve the amendment in order for the District to spend the full amount.

There were no public comments.

Action(s):
I move to close the hearing. This motion, made by Robin Bergkamp and seconded by Mark Hinde, Carried.

Voting Detail:

Bergkamp:	Yea
Fahrmeier:	Yea
Gigot:	Yea
Haeck:	Absent
Hinde:	Yea
Ralston:	Absent

Wiese: Absent

Voting Summary: Yea: 4, Nay: 0, Absent: 3

ADJOURNMENT - Vice President Andy Fahrmeier adjourned the meeting.

Respectfully submitted,

Approved:

Sylvia Ramos, Deputy Clerk

Randy Ralston, President

GARDEN CITY PUBLIC SCHOOLS

DRAFT MINUTES *DRAFT*

Regular Board of Education Meeting Thursday, June 30, 2025 7:35 A.M.

Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846

The Board of Education of Garden City USD 457 met for a Special meeting on Monday, June 30, 2025, at 7:35 A.M. in the Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846.

Board members present were Andy Fahrmeier; Jackie Gigot; Mark Hinde and Robin Bergkamp. John Wiese; Nathan Haeck and Randy Ralston were absent. Joining board members at the conference table was Interim Superintendent, Josh Guymon. Also in attendance were Drew Thon, Chief Human Resources Officer; and Jessica Nothern, Chief Financial Officer.

Andy Fahrmeier called the meeting to order at 7:35 A.M.

ADOPTION OF THE AMENDED 2024-25 BUDGET

Action(s):
I move that the Board of Education adopt the amended 2024-25 district budget as presented. This motion, made by Jackie Gigot and seconded by Mark Hinde, Carried.

Voting Detail:

Bergkamp:	Yea
Fahrmeier:	Yea
Gigot:	Yea
Haeck:	Absent
Hinde:	Yea
Ralston:	Absent
Wiese:	Absent

Voting Summary: Yea: 4, Nay: 0, Absent: 3

ADJOURNMENT

Action(s):
That the Board of Education meeting be adjourned at 7:37 A.M. This motion, made by Mark Hinde and seconded by Jackie Gigot, Carried.

Voting Detail:

Bergkamp:	Yea
Fahrmeier:	Yea

Gigot: Yea
Haeck: Absent
Hinde: Yea
Ralston: Absent
Wiese: Absent

Voting Summary: Yea: 4, Nay: 0, Absent: 3

Respectfully submitted,

Sylvia Ramos, Deputy Clerk

Approved:

Randy Ralston, President

BOARD OF EDUCATION

Certified Personnel Actions

July 14, 2025

APPOINTMENT:

David Arteaga, Garden City, Kansas, is recommended for a physical education position at Charles Stones Intermediate Center effective for the 2025-26 academic year. He will be a T2T participant through Fort Hays State University.

Jessica Demel, Garden City, Kansas, is recommended for a school nurse position at Charles Stones Intermediate Center effective for the 2025-26 academic year. She has ten years' experience.

SUPPLAMENTAL APPOINTMENT:

Robert "Bob" Majeski is recommended for track and field head coach position at Garden City High School effective for the 2025-26 school year.

BOARD OF EDUCATION

Classified Personnel Actions

July 14, 2025

RESIGNATIONS	POSITION	BUILDING	DATE
Katina Reist-Strictland	Para II	Charles O. Stones Center	05/23/2025
Alexis Ortiz-Sanchez	Para I	Garfield Early Childhood Center	05/23/2025
Holly A. Thomas	Para I	Garfield Early Childhood Center	05/23/2025
Monique Gallegos	Bus Driver 8	Transportation	05/22/2025

ASSIGNMENTS	POSITION	BUILDING	DATE
Gloria Rubio DeMartinez	Para I	Garfield Early Childhood Center	08/11/2025
Daniel Bryson	Mechanic	Transportation	07/07/2025

TRANSFERS	FROM	TO	DATE
Irma Quintana Garcia	Nutrition III – Garfield Early Childhood Center	Nutrition I – Horace Good Middle School	08/14/2025
Amelia Valdiviezo	Para II – Garfield Early Childhood Center	Para I – Garfield Early Childhood Center	08/11/2025

BOARD OF EDUCATION

Classified Personnel Actions Addendum

July 11, 2025

RESIGNATIONS	POSITION	BUILDING	DATE
Weenise Louis Jn Louis	0.5 Para I Newcomer/0.5 Translator	Abe Hubert Elementary School/Educational Support Center	07/11/2025

USD 457 Board of Education Standards

A school board member has no legal powers unless participating at a properly noticed school board meeting, or acting on behalf of the school board after the board formally grants authority to do so. Thus, it is essential that every school board member work as a member of the broader leadership team to perform board duties and act in a manner consistent with the Standards.

Board members can demonstrate personal commitment to the Standards by signing this document signifying agreement to uphold the principles of the Standards, both, in letter and spirit.

As citizens of the United States, board members have certain Constitutional rights, including freedom of speech that cannot be taken away, whether or not you choose to sign this document. The only sections of the Standards that require legal compliance are the "*conflict of interest*" and "*act only as a member of the board*". All other sections represent effective practice.

Garden City Public Schools Board of Education members will promote the best interests of the school district as a whole and make decisions that place student learning and the success of all students first by adhering to the following educational and ethical standards:

BOARD GOVERNANCE

- Recognize that the role of the board is to govern and oversee the management of the district. Board members will delegate authority to the superintendent for the day-to-day operations of the district and will not seek to participate in the day-to-day operations.
- Act only as a member of the board and do not assume any individual authority when the board is not in session, unless otherwise directed by the board.
- Make decisions based on the educational welfare of all children.
- Make attendance at all regularly scheduled board meetings a priority, insofar as possible, review advance materials about the issues to be considered on each agenda, and give full attention to meeting presentations.
- Maintain confidentiality of information and discussion.
- Rely on school policies that are continually updated and aligned with Kansas and federal education laws, as well as, guidance from the superintendent, when making board decisions.
- Request recommendations from the superintendent and seek legal counsel, when required for full and informed board consideration of issues requiring legal expertise.

BOARD-ADMINISTRATION RELATIONS

- Provide policy support for school administrators in the performance of their duties and delegate authority commensurate with those responsibilities.
- Expect the superintendent to keep the board adequately informed through regular written and oral reports.
- Maintain open and candid communication between the board and the superintendent with the understanding that the board will keep the superintendent adequately informed of any issues or concerns that they have with regard to the district or they wished to have discussed during a board meeting.
- Refer complaints, requests, and concerns to the superintendent or other appropriate staff members.
- Avoid making commitments that may compromise the decision-making ability of the board or administrators.
- Hold the superintendent accountable by jointly creating job performance standards and, at least annually, perform a comprehensive evaluation process based on the job description, contract, and identified performance standards.
- Recognize that a board member's responsibility is to see that schools are well run, but not to run them.

BOARD MEMBER RELATIONS/UNITY

- Understand that board members have not only the right, but the duty, to express their views, opinions and ask questions at the board table, as well as, make a good faith effort to understand the views of others.
- Voice opinions respectfully, maintain good relations with other board members, and respect and support the decisions made by the majority of the board.
- Retain independent judgment and refuse to surrender that judgement to individuals or special interest groups.

PERSONNEL RELATIONS

- Individual board members should not give directives to any school administrator or employee, publicly or privately.
- Support school personnel in the proper performance of their duties.
- Work fairly, ethically, and truthfully with employees.

COMMUNITY RELATIONS

- Encourage collaboration between the district and community.
- Believe firmly in the democratic process and the right of all groups to be heard.
- Treat stakeholders fairly and ethically – listen to their concerns and refer them to the appropriate school personnel.

BOARD PREPARATION AND TRAINING

- Be informed about educational issues through individual study and by participating in board development opportunities.
- Support new school board members by sharing experience and knowledge.
- Ensure that adequate board orientation and team building opportunities are available for board members and administrators.

I agree to abide by the principles outlined in the Board of Education Standards and will do everything in my power to work as a productive member of the governance team.

Board Member	Board Member
Board Member	Board Member
Board Member	Board Member
Board Member	

Attest:

Clerk, Board of Education	Date

Resolution 2026-001

RESOLUTION TO ESTABLISH REGULAR MEETING DATES

Be it resolved that pursuant to K.S.A. 72-1138, the Board of Education of Unified School District No. 457, Finney County Kansas, at its regular meeting held July 14, 2025, established the following meeting schedule for regular Board of Education meetings to be held during the 2024-2025 school year.

July 14	Monday	6:00 p.m.	January 12	Monday	6:00 p.m.
July 22 (Board Retreat)	Tuesday	5:00 p.m.	January 29 (Payables)	Thursday	5:00 p.m.
July 24 (Payables)	Thursday	5:00 p.m.	February 9	Monday	6:00 p.m.
August 11	Monday	6:00 p.m.	February 26 (Payables)	Thursday	6:00 p.m.
August 28	Thursday RNR Hearing	5:00 p.m.	March 9	Monday	6:00 p.m.
	Budget Hearing	5:05 p.m.	March 26 (Payables)	Thursday	5:00 p.m.
(Payables)	Regular Meeting	5:10 p.m.	April 13	Monday	6:00 p.m.
September 8	Monday	6:00 p.m.	April 30 (Payables)	Thursday	5:00 p.m.
September 25 (Payables)	Thursday	5:00 p.m.	May 11	Monday	6:00 p.m.
October 13	Monday	6:00 p.m.	May 28 (Payables)	Thursday	5:00 p.m.
October 30 (Payables)	Thursday	5:00 p.m.	June 8	Monday	6:00 p.m.
November 10	Monday	6:00 p.m.	June 25 (Payables)	Thursday	5:00 p.m.
December 8	Monday	6:00 p.m.			

Board meetings shall commence at 6:00 p.m., except as noted above, and shall be held in the Board Meeting Room at the Educational Support Center, 1205 Fleming Street, Garden City, Kansas, or at such location as may be specified in the agenda issued prior to each meeting.

If the established meeting is cancelled because of an emergency, within 24 hours of such cancellation the Board shall establish and give notice of the new meeting date and time. The Board of Education reserves the right to adjourn any regular meeting to another time and place.

Adopted this 14th day of July 2025, by the Board of Education of Unified School District No. 457, Finney County, Kansas.

_____

President, Board of Education

Attest: _____

Jennifer Ramos, Board Clerk

1205 Fleming Street * Garden City, KS 67846 * 620-805-7000 * FAX 620-805-7198
An EEO/AA Employer

GARDEN CITY PUBLIC SCHOOLS

Board of Education

RESOLUTION 2026-002

RESOLUTION WAIVING REQUIREMENTS FOR GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

WHEREAS Unified School District No. 457, Garden City, Kansas, has determined that the financial statements and financial reports for the year ended June 30, 2025, to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Board of Education or the members of the general public of Unified School District No. 457, Garden City, Kansas, and

WHEREAS there are no revenue bond ordinances or other ordinances or resolutions of Unified School District No. 457 which require financial statements and financial reports to be prepared in conformity with. K.S.A. 75-1120a(a) for the year ended June 30, 2025.

NOW, THEREFORE BE IT RESOLVED, by the Board of Education of Unified School District No. 457, Garden City, Kansas, in regular meeting duly assembled this 14th day of July, 2025, that the Board of Education requests the Director of Accounts and Reports to waive the requirements of K.S.A. 75-1120a(a) as they apply to Unified School District No. 457, Garden City, Kansas, for the year ended June 30, 2026.

BE IT FURTHER RESOLVED that the Board of Education shall cause the financial statements and financial reports of Unified School District No. 457, Garden City, Kansas, to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

_____

President, Board of Education

Attest: _____

Jennifer Ramos, Board Clerk

1205 Fleming Street * Garden City, KS 67846 * 620-805-7000 * FAX 620-805-7198
An EEO/AA Employer

Principals, Associate Principals & Attendance Officers
Garden City U.S.D. #457 (2025-26)

HIGH SCHOOL

Garden City High School ..... 2720 Buffalo Way Blvd.. 805-5400
- Principal..... ..... Ryan Meng
- Associate Principal..... Logan Bevis
- Associate Principal/Activity Director..... Matthew Bayer
- Associate Principal..... Melissa Riggle
- Associate Principal..... Amy Cosper
- Associate Principal ..... Whitney Linenberger
- Admin Intern ... . Trista Bailey

GC ACHIEVE…… 1312 N. 7th St. 805-8600
- Principal..... ..... Lucas Sullivan

VIRTUAL ACADEMY. .... 1312 N. 7th St. 805-8600
- Principal..... ..... Lucas Sullivan

MIDDLE SCHOOLS

Horace J. Good Middle School .... 1412 N. Main St. 805-8100
- Principal..... ..... Brad Springston
- Associate Principal..... Amber Potts
- Athletic Admin Intern ..... Violet Johnson

Kenneth Henderson Middle School.....2406 North Fleming..... 805-8500
- Principal..... .... Jarrod Stoppel
- Associate Principal/Activity Director..... Macy Younger

INTERMEDIATE CENTERS

Bernadine Sitts Intermediate Center.....3101 N. Belmont Place 805-8200
- Principal..... .... Bradley Hill
- Admin Intern ... . Brittany Swank (.5)

Charles O. Stones Intermediate Center .....401 N. Jennie Barker Road 805-8300
- Principal..... .... Andrew Lee
- Admin Intern ... . Brittany Swank (.5)

ELEMENTARY SCHOOLS

Abe Hubert	1205 A St.	P – Karen Murrell/Joyce Aranda Admin Intern – (.5)	805-8400
Alta Brown.....	1110 E. Pine.....	P – Julisa Flores/Joyce Aranda Admin Intern – (.5).....	805-7200
Buffalo Jones.....	708 N. Taylor.....	P – Benjamin Luna	805-7300
Edith Scheuerman.....	1901 Wilcox.....	P – Brandy Ochs	805-7350
Florence Wilson.....	1709 Labrador	P – Jill Reagle /Amy Griffin Admin Intern – (.5).....	805-7400
Garfield ECC.....	121 W. Walnut.....	P – Andrea Baker	805-7500
Georgia Matthews.....	111 E. Johnson	P – Bryan Kott.....	805-7550
Gertrude Walker	805 W. Fair.....	P – David DeLoach...	805-7600
Jennie Barker.....	5585 N. Jennie Barker	P – Justin Reich.....	805-7700
Jennie Wilson.....	1401 E. Harding	P – Adriana Caro.....	805-7750
Plymell.....	20 W. Plymell Road	P – Suzette Goldsby-Lewis	805-7800
Victor Ornelas.....	3401 E. Spruce	P – Tracy Leiker /Amy Griffin Admin Intern – (.5)	805-7900

YOUTH (ATTENDANCE) OFFICERS

Elementary Youth Officer –Betty Chavez-Morales - (Office at Georgia Matthews Elementary) 805-7556
Intermediate and Middle School Youth Officer – John Arellano - (Office at CSIC)..... 805-8300
Secondary Youth Officer – Olga Barrios – (Office at GCHS)..... 805-5527

Resolution 2026-003

Resolution to Establish Petty Cash Fund

WHEREAS, the Board of Education of Unified School District No. 457, Finney County, Kansas, has determined that the creation of a petty cash fund is an efficient method to pay expenses for school district purposes in emergencies;

WHEREAS, Kansas law authorizes the establishment of petty cash funds;

NOW THEREFORE, BE IT RESOLVED, by the Board of Education of Unified School District No. 457, Finney County, Kansas, that a petty cash fund designated as the Transportation Department Building Petty Cash Fund is created for the purpose of receiving and expending funds for needed district expenditures in an emergency. The fund shall be in the amount of $250.00.

The fund shall be administered by the financial officer. The financial officer or designee shall keep a record of all receipts and expenditures of the fund and shall prepare and file with the Board a statement showing all receipts, expenditures and balance at the end of each school year. An itemized receipt shall be maintained for each expenditure. Any person authorized to administer a petty cash fund shall be bonded by the school district.

Upon proper report to the board, the petty cash fund shall be replenished by payment from the appropriate fund of the school district.

The petty cash fund shall not be loaned or advanced against the salary of any employee.

Funds in the petty cash fund shall remain district funds but shall not be considered school money for purposes of K.S.A. 72-1136 and the provisions of K.S.A. 12-105b shall not apply.

ADOPTED by the Board of Education of Unified School District No. 457, Finney County, Kansas, the 14th day of July, 2025.

_____

President, Board of Education

Attest: _____

Jennifer Ramos, Board Clerk

1205 Fleming Street * Garden City, KS 67846 * 620-805-7000 * FAX 620-805-7198
An EEO/AA Employer

Resolution 2026-004

RESOLUTION TO ESTABLISH AN ACTIVITY FUND

WHEREAS, the Board of Education of Unified School District No. 457, Finney County, Kansas, has determined that the creation of an activity fund is an efficient method to pay expenses for student activities; and

WHEREAS, Kansas law authorizes the establishment of school activity funds;

THEREFORE, BE IT RESOLVED, by the Board of Education of Unified School District No. 457, Finney County, Kansas, that an activity fund designated as the Student Activities Fund is created for the purpose of receiving and expending funds for student activities including athletics, music, forensics, dramatics and other board approved student extra-curricular activities.

The fund shall be administered by the Financial Officer or designee. The Financial Officer or designee shall keep a record of all receipts and expenditures of the fund and shall prepare and file with the Board a statement showing all receipts, expenditures and balance at the end of each month and at the end of each school year. Any person authorized to administer an activity fund shall be bonded by the school district.

Funds in the activity fund shall remain district funds but shall not be considered school money for purposes of K.S.A. 72-1136 and the provisions of K.S.A. 12-105(b) shall not apply.

Adopted this 14th day of July, 2025, by the Board of Education of Unified School District No. 457, Finney County, Kansas.

_____

President, Board of Education

Attest: _____

Jennifer Ramos, Board Clerk

1205 Fleming Street * Garden City, KS 67846 * 620-805-7000 * FAX 620-805-7198
An EEO/AA Employer

SCHOOL TERM RESOLUTION

Resolution 2026-005

BE IT RESOLVED that per KSA 72-1106, Section 1, the Garden City Public Schools Unified School District No. 457 Board of Education herby adopt a school term for 2025-2026 of 1,116 hours in lieu of the 186-day school year.

_____

President, Board of Education

Attest: _____

Jennifer Ramos, Board Clerk

1205 Fleming Street * Garden City, KS 67846 * 620-805-7000 * FAX 620-805-7198
An EEO/AA Employer

Resolution 2026-009

**RESOLUTION TO APPOINT
HEARING OFFICER(S)/COMMITTEE MEMBERS
TO HEAR EXTENDED TERM SUSPENSION/EXPULSION
DUE PROCESS HEARINGS**

WHEREAS, the Board of Education of USD No. 457, Finney County, Kansas, is authorized to appoint certified staff members to conduct extended term suspension/expulsion student due process hearings, and

WHEREAS the Board of Education of USD No. 457, Finney County, Kansas, desires to appoint hearing officers/committee members to hear extended term suspension/expulsion student due process hearings.

NOW, THEREFORE, BE IT RESOLVED that:

Joyce Aranda
Michelle Baier
Trista Bailey
Andrea Baker
Logan Bevis
Michael (Shane) Burns
Matthew Bayer
Adriana Caro
Amy Cosper
David DeLoach
Dr. Virginia Duncan
Julisa Flores
Gina Galpin
Melanie Garrison
Amy Griffin
Suzette Goldsby-Lewis
Josh Guymon
Bradley Hill
Violet Johnson
Tracy Leiker
Bryan Kott
Andrew Lee
Whitney Linenberger
Benjamin Luna
Ryan Meng
Karen Murrell
Steve Nordby
Brandy Ochs
Amber Potts
Jill Reagle
Justin Reich
Melissa Riggle
Brad Springston
Heather Stegman
Jarrod Stoppel
Lucas Sullivan
Brittney Swank
Michael (Drew) Thon
Macy Younger

be appointed as hearing officers/committee members for the 2025-26 school year, to hear extended term suspension/expulsion due process hearings.

Adopted this 14th day of July, 2025, by the Board of Education of Unified School District No. 457, Finney County, Kansas.

_____
President, Board of Education

Attest: _____
Jennifer Ramos, Board Clerk

Resolution 2026-006

RESOLUTION TO ESTABLISH HOME RULE BY BOARD OF EDUCATION

WHEREAS, the Board of Education of Unified School District No. 457, Finney County, Kansas, has determined that the exercise of powers granted by the legislature is of benefit to the board and local patrons; and

WHEREAS, Kansas law authorizes the board to transact all school district business; and

WHEREAS, the board intends to adopt policies that the board deems appropriate to perform its constitutional duty to maintain, develop and operate local public schools; and

WHEREAS, the board acknowledges that the power granted by law shall not be construed to relieve the board from any obligations to comply with state law; and

WHEREAS, the board acknowledges that the powers granted by law and this resolution shall not be construed to relieve any other unit of government of its duties and responsibilities prescribed by law; and

WHEREAS, the board acknowledges that the powers granted by law do not create any responsibility on the part of the district to assume the duties or responsibilities that are required of another unit of government;

NOW THEREFORE, BE IT RESOLVED, by the Board of Education of Unified School District No. 457, Finney County, Kansas, that the board shall exercise the power granted by law and by this resolution.

ADOPTED by the Board of Education of Unified School District 457, Finney County, Kansas, the 14th day of July, 2025.

_____
President, Board of Education

Attest: _____
Jennifer Ramos, Board Clerk

RESOLUTION 2026-007

RESOLUTION TO PROVIDE EARLY PAYMENT OF DISTRICT BILLS

Whereas, USD 457, Garden City, Kansas, has determined it has potential claims against the District which provide for a discount for early payment or for the assessment of a penalty for late payment;

Now, therefore, be it resolved, by the Board of Education of USD 457, Garden City, Kansas, in the regular meeting duly assembled this 14th of July, 2025, that the Board of Education authorizes the Business Office to pay claims, in advance of approval thereof by the governing body, in accordance with the provisions K.S.A. 12-105b (e).

ADOPTED by the Board of Education of Unified School District No. 457, Finney County, Kansas, the 14th of July, 2025.

_____

President, Board of Education

Attest: _____

Jennifer Ramos, Board Clerk

1205 Fleming Street * Garden City, KS 67846 * 620-805-7000 * FAX 620-805-7198
An EEO/AA Employer

Resolution 2026-008

RESOLUTION RESCINDING POLICY ACTIONS

PRIOR TO JUNE 30, 2025

AND ADOPTING CURRENT WRITTEN POLICIES

Be it resolved that all policy statements found in the minutes of this Board of Education prior to June 30, 2025, be rescinded, and that the Board of Education adopt the Board Policy Manual as presented and recommended by the Superintendent of Schools to govern Unified School District No. 457 during the 2025-2026 school year, subject to periodic review, amendment, and revisions by the Board of Education.

Adopted this 14th day of July, 2025, by the Board of Education of Unified School District No. 457, Finney County, Kansas.

_____

President, Board of Education

Attest: _____

Jennifer Ramos, Board Clerk

1205 Fleming Street * Garden City, KS 67846 * 620-805-7000 * FAX 620-805-7198
An EEO/AA Employer

RESOLUTION FOR DESTRUCTION OF RECORDS

RESOLUTION 2026 -010

BE IT RESOLVED THAT, the Board of Education of Unified School District No. 457, Finney County, Kansas hereby authorizes the District Office staff to review records in storage for possible destruction in compliance with K.S.A. 72-1629 and K.S.A. 72-1630.

Adopted this 14th day of July, 2025, by the Board of Education of Unified School District No. 457, Finney County, Kansas.

_____

President, Board of Education

Attest: _____

Jennifer Ramos, Board Clerk

1205 Fleming Street * Garden City, KS 67846 * 620-805-7000 * FAX 620-805-7198
An EEO/AA Employer

RISK ADMINISTRATION SERVICES, INC.

JUL - 2 2025

Invoice

Customer Invoice No.:	3778850	Invoice Date:	6/27/2025
Worker's Compensation Policy No.:	WC020-0045723-2025A	Due Date:	7/17/2025
Policy Term:	7/1/2025-7/1/2026	Amount Due:	$332,441.00
Online Payment ID:	54835		

Description	Amount
Installment #1	$332,441.00

Current Charges: **$332,441.00**

		Prior Amount Due	$0.00
		Payments/Credits Received	$0.00
Total Policy/Unit Cost	$332,441.00	**Balance Forward**	$0.00
Total Paid	$0.00	**Current Charges**	$332,441.00
Policy Balance	**$332,441.00**	**Total Due**	**$332,441.00**

Questions?

For questions regarding PAYMENT INFORMATION, please contact us at **800.732.1486** or **605.361.4142, option 3**.

For questions or changes to your WORKERS' COMPENSATION POLICY, **including mailing address changes,** contact your agent, **Iron Insurance Partners, LLC** at .

KEEP TOP PORTION FOR YOUR RECORDS.

REMITTANCE

RISK ADMINISTRATION SERVICES, INC.

Customer No.	45723
Invoice No.	3778850
Due Date:	7/17/2025
Total Amount Due:	$332,441.00
Payment Amount:	$□□□□□.□□

Please make check payable to:
First Dakota Indemnity Company
PO BOX 860065
MINNEAPOLIS, MN 55486-0065

USD 457 Garden City
Attn: Accounts Payable
1205 FLEMING ST
GARDEN CITY, KS 67846

02 003778850 000746590 001 00033244100 8 020

Premium Billing

Workers' Compensation coverage is a requirement by law for every employer who hires employees. The premium billed is based on an estimated payroll at the time the policy is issued. The payment schedule attached to your policy shows due dates and premium owed not including our processing service charge. A $10.00 installment charge will be applied to each invoice for all payment plans except when paid in full or paperless invoice option is selected. The waiving of installment fees will begin upon policy renewal.

The payment is due by the date printed on the invoice. If the payment is not received in full, you will receive a notice of cancellation for non-payment in accordance with statutory requirements for the states listed on the policy and a $25.00 late fee. Overpayments will first be applied to future installments and then any excess will be returned to you.

Policy Changes

If you need to make changes in your policy, such as amending the payroll, adding or removing a location, or requesting cancellation, please contact your agent. The agency name and phone number is listed on the front of this invoice. If the change in coverage affects your premium, the premium change will be prorated over the remaining installments, and you will receive a new premium schedule.

Payroll Audit

Upon policy expiration, a payroll audit will be conducted within 60 days. If you do not respond to our voluntary audit request, a notification will be sent advising the audit is classified as non-productive, and the audit will close with an increase to estimated payrolls. A final premium invoice or refund will be issued once completed.

If you are currently set up for automatic ACH premium payments, your audit billing statements will <u>now</u> be automatically paid via ACH.

Pay Your Bill Online and Go Paperless!

For your convenience, RAS provides a secure way of making online payments via Auto-Pay, Credit/Debit Card, Electronic Check, Phone, and more.

Log into the RAS Portal or contact us to setup access:

800.732.1486 option 3
<u>PolicyServices@RASCompanies.com</u>

Thank you for your business!

GARDEN CITY HIGH SCHOOL

ATHLETIC & ACTIVITY HANDBOOK



Athletic Director: Matt Bayer

Assistant Athletic Director: Nate Bailey

Administrative Assistant: Gina Basilio

2720 Buffalo Way Boulevard

Garden City, Ks 67846

Phone: 620-805-543 - Fax: 620-805-5629

Table of Contents

Vision, Mission, Core Values	**3**
Conference Affiliation	**3**
Clubs & Activities	**4**
Student Eligibility	**5**
Alcohol, Tobacco and Drug Policy	**6**
Random Drug Testing	**9**
Behavior Violations	**13**
Parent Communication	**13**
Team Selection	**14**
Participation Conflict	**14**
NCAA Rules	**15**
Awards	**15**
Overnight Out-Of-Town Policy	**16**
Out-of-Town Trip Approval Policy	**16**
Understanding of Liability	**17**

BUFFALO ATHLETICS VISION, MISSION AND CORE VALUES

Buffalo Athletics Vision Statement | Become the premier athletic program in the State of Kansas with all teams finishing in the top 8 of 6A schools annually.

Buffalo Athletics Mission Statement | Provide our students, school, and community with the best student-athlete experience in the State of Kansas!

Buffalo Athletics Core Values | Committed to the Process, Integrity, #1Herd

CONFERENCE AFFILIATION – WESTERN ATHLETIC CONFERENCE

Garden City High School offers a wide variety of athletic and activity programs for the high school students. The school is a member of the WAC Conference which was established in 1992.

Conference members are:

Garden City High School | Hays High School | Great Bend High School
Liberal High School | Dodge City High School

The conference maintains a regular-season championship, recognizes all-conference selections in each sport, and has established a WAC Cup for the top-performing athletic program in the conference. All WAC Selections are made at conference meetings as voted on by the WAC coaches of that sport.

It is USD 457 and Garden City High School's goal to maintain high competitive levels with our athletic/activities programs.

KSHSAA ATHLETICS:

Baseball	Anthony Ortiz
Basketball – Boys	Luke Swedburg
Basketball – Girls	Kelley Snodgrass
Bowling	
Cheerleaders	Michelle Newsome
Cross Country	Krista Linenberger
Dance Team	Hillary Watson
Football	Joe Price
Golf – Boys	Mitch Moore
Golf – Girls	Chris Duncan
Soccer – Boys	Jose Vital
Soccer – Girls	Jose Vital
Softball	Katrina Moquett
Swimming – Boys	Aleisha Stepp
Swimming – Girls	Jennifer Meng
Tennis – Boys	David Snodgrass
Tennis – Girls	David Snodgrass
Track & Field	
Volleyball	Trista Bailey
Wrestling	Paul Lappin

KSHSAA ACTIVITIES:

Band	Ryan Partin
Debate	Aimee Brandt
Drama	Alice Hilt
Forensics	Russ Tidwell
Orchestra	Summer Miller
Student Council	Jane Schneider
Scholars Bowl	Rajneesh Devgan
STUCO	Kylee Hipp
Vocal Music (Choir)	Abigail Martinez

ACTIVITIES & CLUBS:

Art Club	Kaitlin Hahn
AVID	
BBS-TV	Eric Velander
CABS	Jane Schneider
Chess Club	David Snodgrass
Clay Target Club	Dru Saddler
Culture Club	Not Active
Drum Line	Perla Carrasco
Educators Rising	Not Active
Fashion Club	
FBLA	
FCCLA	Maldonado/Hilt
FFA	Meyer /
Flag Team	Katlyn Mora
Folkloric Dance	Not Active
French Club	Alex Olinger
Gaming Club	Not Active
Green Club	Mitchelle Perez
GSA	James Beard
HOSA	Jane Schneider
HALO	Anabel Tonche
JAG	Jarrod Spencer
JROTC	Col. Burr / SGT Peterson
KBFZ Radio	Eric Velander
Literature Club	Tonya Lappin
Modern Show Choir	Abigail Martinez
National Honor Society	Wendy Terpstra
Prom	Paige Reich/Trista Bailey
Pro Star	Elisabeth Maldonado
Photography	Brian Nelson
Robotics	Scott Glass
Skills USA	Don Murrell
Spanish/French NHS	Alex Olinger
Sugar Beet	Brian Nelson
Thespians	
Yearbook	Brian Nelson
Young Entrepreneurs	Ember Dortch

STUDENT ELIGIBILITY:

The staff, coaches and sponsors at Garden City High School realize the importance of each student maintaining an acceptable level of academic excellence and classroom behavior.

There are two levels of eligibility, which can affect a student athlete at GCHS. They are the KSHSAA requirements and those requirements established by the USD 457 Board of Education and Garden City High School.

THE KANSAS STATE HIGH SCHOOL ACTIVITIES ASSOCIATION REQUIREMENTS ARE AS FOLLOWS:

1. The student is a bona fide undergraduate student in good standing.
2. The student shall have passed at least five new subjects (those not previously passed) of unit weight, or its equivalence, the previous semester or the last semester of attendance.
3. The student shall be enrolled in and attending a minimum of five new subjects (those not previously passed), of unit weight, or its equivalence, during the present semester at GCHS.
4. Any student, who reaches nineteen on or before September 1, shall be ineligible for interscholastic activities. Any student, who reaches nineteen after September 1, shall be eligible for the remainder of that school year. The same rule applies to 9th graders who reach the age of 16 on or before September 1st.
5. They do not engage in outside competition in the same sport while they are a member of a school squad.
6. They have passed an adequate physical examination by a physician and have the written permission of their parents.
7. They have met the requirements of the transfer rule.
8. They have not competed under a false name or for money or merchandise of intrinsic value and have observed all other provisions of the amateur rule.
9. The student-athlete's attendance is regular and conduct and sportsmanship satisfactory.
10. Seniors who are concurrently enrolled at GCHS and in college credits at GCCC must be passing all but one subject. Each 3-hour course at GCCC equals 1 class at GCHS. A 5-hour course at GCCC equals 2 classes at GCHS. Students enrolled at GCCC must receive dual credit for classes taken at the college.
11. Any student shall not have more than eight (8) semesters of possible eligibility in grades nine through twelve.

KSHSAA STUDENT NOT IN GOOD STANDING:

- Rule 14 - BONA FIDE STUDENT - Article 2:
    - A student who is under penalty of suspension or whose character or conduct brings discredit to the school or to the student, as determined by the principal, is not in good standing and is ineligible for a period of time as specified by the principal.
    - A student not in good standing due to discipline imposed by their school or district does not become eligible by transferring to a new school. Good standing status resumes when the disciplinary requirements of the imposing school have been fulfilled and written notice is provided.

GARDEN CITY HIGH SCHOOL REQUIREMENTS:

The requirement for student eligibility as established by Garden City High School and the procedures for implementing this policy are outlined below:

1. **Academic** - Each student will be required to meet the KSHSAA state standards as outlined above. In addition to the KSHSAA state standards a grade report for the eligibility period (Sunday to Sunday) will be run twice weekly. On Tuesday morning the Athletic Department will run a warning list followed by a final list on Friday morning, to determine which students currently involved in an activity or athletic sport are earning more than one "F" in any class. Any student who has an "F" in more than one class, on **BOTH** the Tuesday list and Friday list, will be declared ineligible for the entirety of the following grading period (the following Sunday to Sunday) without exception. The first grade report of each semester will run on the 3rd full week of the semester. Each student will be allowed one probationary week per season. Coaches may have policies that are more restrictive than this policy, but not less restrictive. The eligibility requirement will apply to KSHSAA Athletics/Activities. Semester school grade recovery does not count toward KSHSAA eligibility.
2. **Behavior** - Each student is expected to maintain an acceptable level of behavior and eligibility. USD 457 and Garden City High School has a vital interest in maintaining a safe and healthy environment for all students, including those participating in school-sponsored activities. Being under the influence of controlled substances or alcohol, or using a tobacco product, poses serious safety and health risks to the user and other students. USD 457 recognizes its obligations to its students for the provision of services and activities that are free of the influence of controlled substances, alcohol, and tobacco. USD 457 will endeavor through this policy to provide controlled substances, alcohol and tobacco free participation by students in school-sponsored activities. USD 457 further expresses its intent through this policy to comply with federal and state rules, regulations, or laws that relate to the maintenance of an educational environment free from controlled substances, alcohol, and tobacco, and to prevent accidents and injuries resulting from the use of controlled substances or alcohol. USD 457 believes that all students who participate in school-sponsored activities should refrain from the use of controlled substances, alcohol, and tobacco.

DEFINITIONS:

1. **Alcohol** - means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.
2. **Controlled Substances** - means any drug, substance, or immediate precursor included in any of the schedules designated in K.S.A. 65-4205, 65-4107, 65-4109, 65-4111, and 65-4113 and amendments to those sections. For the purpose of this policy, controlled substances shall also mean toxic vapors or any solvent, material, substance or chemical releasing toxic vapors which are inhaled for the purpose of causing a condition of, or inducing symptoms of intoxication, elation, euphoria, dizziness, excitement, irrational behavior, exhilaration, paralysis, stupefaction, or dulling of the senses of the nervous systems or for the purpose of, in any manner, changing, distorting, or disturbing the auditory, visual, or mental processes.
3. **Steroid** - In accordance with KSHSAA policy, Rule 14, Article 4 – a student who uses anabolic steroids would be ineligible for interscholastic competition until such time as medical evidence can be presented that his/her system is drug free.

4. **Reasonable suspicion of controlled substances or alcohol use** - means the existence of articulable facts sufficient to support a belief that a student has used or is using controlled substances or alcohol.
5. **School-sponsored activity** - means any activity in which a student participates and which is sponsored by USD 457. School-sponsored activities shall include, but not be specifically limited to, athletics, cheerleading, forensics, debate, music, academic clubs or organizations, special interest clubs or organizations, and all activities governed by the Kansas State High School Activities Association (KSHSAA).
6. **Student -** means any person enrolled as a student in USD 457, and who participates in one or more school-sponsored activities.
7. **Tobacco -** means any product containing tobacco, including but not specifically limited to, cigarettes, cigars, pipes, snuff, chewing tobacco, and all smokeless tobacco products.
8. **USD 457** - means the Unified School District No. 457, Garden City, Finney County, and State of Kansas.

PROHIBITIONS:

1. Controlled Substances/Alcohol/Tobacco Use: No student, at any time, shall consume, use or possess controlled substances, alcohol, or tobacco. This prohibition applies at all times, regardless of whether a student is on school premises, or directly participating in, or at, a school-sponsored activity.
2. Refusal to submit to a required controlled substances or alcohol test: No student shall refuse to submit to a reasonable suspicion controlled substances or alcohol test requested under this policy.

REASONABLE SUSPICION TESTING:

1. USD 457 may require a student to submit to a controlled substances test when USD 457 has reasonable suspicion to believe that the student has violated the prohibitions of this policy concerning controlled substances. USD 457's determination that reasonable suspicion exists to require the student to undergo a controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, attitude, behavior, speech, performance, or body odors of the student. The observations may include indications of the chronic and withdrawal effects of a controlled substance.

2. USD 457 may require a student to submit to an alcohol test when USD 457 has reasonable suspicion to believe that the student has violated the prohibitions of this policy concerning alcohol. USD 457's determination that reasonable suspicion exists to require the student to undergo an alcohol test must be based on specific, contemporaneous, articulation observations concerning the appearance, attitude, behavior, speech, performance, or body odors of the student.

3. The required observations for controlled substances, and/or alcohol reasonable suspicion testing shall be made by a USD 457 employee who is trained to determine whether reasonable suspicion exists to require a student to undergo testing.

4. Any reasonable suspicion test required by this policy shall be performed in compliance with the procedure followed by USD 457 for reasonable suspicion testing of USD 457 employees. USD 457 shall pay the cost of any reasonable suspicion testing. All reasonable suspicion test results shall be

confidential, subject to disclosure only for purposes of enforcing this policy or the below noted policies of the USD 457 Board of Education (Board).

5. Before a student returns to participation in a school-sponsored activity after engaging in conduct prohibited by this policy and after a test confirming the use of controlled substances or alcohol, or after a student refuses to submit to a requested reasonable suspicion controlled substances or alcohol test, the student shall undergo a return-to-participation controlled substances or alcohol test with a verified negative result. The student shall pay the cost of any return-to-participation testing.

NOTIFICATION OF TEST RESULTS:

USD 457 shall notify the student and his/her parents of the results of a reasonable suspicion test for controlled substances or alcohol conducted under this policy.

CONSEQUENCES FOR STUDENT ENGAGING IN PROHIBITED CONDUCT INCLUDING CONTROLLED SUBSTANCES, ALCOHOL, OR TOBACCO:

Any student who violates any provision of this policy pertaining to controlled substances, alcohol, or tobacco shall be subject to Board policies JCDA, JCDAB, JDD, and JDAA, together with all supporting rules and regulations. When a conflict exists between discipline and sanctions required by Board of Education policies JCDA, JCDAB, JDD, and JDDA and athletic department policies the Board of Education policies shall control.

In addition to discipline provided in the Board policies set forth above, a student shall be subject to sanctions for violations of this policy, to be imposed by a coach or other USD 457 employee sponsor of a school sponsored activity, as follows:

1) **First Offense:** A first time violator shall be subject to the following sanctions:
   a) The student will be suspended 0 - 3 days out of school, and/or may be referred for a long-term suspension hearing.
   b) Suspension from all student activities for a period of not less than 30 calendar days.
   c) Intervention by the Intervention Team will begin and recommendations will be made.
   d) Parents/guardians will be informed of suspension and the recommendation of the Intervention Team.

2) **Second Offense:** A second time violator shall be subject to the following sanctions:
   a) The student will be suspended 3 - 5 days out of school, and/or may be referred for a long-term suspension hearing.
   b) Suspension from all student activities for a period of not less than 120 calendar days.
   c) A student placed on long term suspension under this policy may be readmitted on a probationary status if the student agrees to complete a drug and alcohol rehabilitation program. (Name(s) of acceptable programs are on file with the board clerk.)
   d) Additional intervention will be conducted by the Intervention Team.
   e) E. Parents/guardians will be required to attend a staffing with the Intervention Team.

3) **Third and Subsequent Offenses:** A student who violates the terms of this policy for the third time, and any subsequent violations, shall be subject to the following sanctions:
   a) A punishment up to and including expulsion from school for a period not exceeding 186 school days.
   b) Suspension from participation and attendance at all school activities for one calendar year.
   c) A student who is expelled from school under the terms of this policy may be readmitted during the term of the expulsion only if the student has completed a drug and alcohol education and rehabilitation program at an acceptable program.

Consequences for violations will be cumulative over a student's entire time as a student.

Students who are suspended or expelled under the terms of this policy will be afforded the due process rights contained in board policies and Kansas statutes, K.S.A. 72-6114, et seq. Nothing in this policy is intended to diminish the ability of the district to take other disciplinary action against the student in accordance with other policies governing student discipline. If a student agrees to enter into and complete a drug education or rehabilitation program, the cost of such program will be borne by the student and his or her parents.

A list of area drug and alcohol counseling and rehabilitation programs, along with names and addresses of contact persons for the programs, is on file with the board clerk. Parents or students should contact the directors of the programs to determine the cost and length of the program.

A copy of this policy will be provided to all students, and the parents of all students. Parents of all students will be notified that compliance with this policy is mandatory.

Out of Season Violations – The coach/sponsor involved will determine how he/she wants to handle this. We will have no department-wide guidelines for out-of-season violations. If a student is currently in-season with one activity, and out-of-season with a second or more activity, the in-season coach or sponsor will handle the violation.

Students Involved in Multiple Activities – The student involved will be suspended from each of the in-season activities for the length determined by the offense.

Student Misuse of Medication JDDAA-R Student Activity Drug and Alcohol Testing (See JDD and JDDA):

To protect the health and safety of its students in school-sponsored extracurricular activities or clubs from illegal and performance-enhancing drugs and alcohol use and abuse and injuries resulting from the use of drugs and alcohol, the USD 457 Board of Education adopts the following policy for drug and alcohol testing of students participating in school-sponsored extracurricular activities or clubs.

Statement of Purpose and Intent:

It is the desire of the Board of Education, administration, and staff that every student in the district refrain from using, possessing, or distributing illegal or performance-enhancing drugs and alcohol. The disciplinary actions triggered by this policy relate solely to limiting the opportunity of any student violating this policy to participate in school-sponsored extracurricular activities or clubs. This policy is intended to supplement and complement

all other policies, rules, and regulations of the district regarding the possession and use of illegal drugs and alcohol. It does not limit the district's authority to enforce the provisions of other relevant policies or take disciplinary actions authorized thereby.

Participation in school-sponsored extracurricular activities or clubs at the district is a privilege. Accordingly, students in such activities are responsible to themselves, their fellow students, their parents, and their school to conduct themselves by a high standard of conduct, which requires avoiding using or possessing illegal or performance-enhancing drugs and alcohol.

The purposes of this policy are to prevent illegal or performance-enhancing drug and alcohol use; to educate student participants regarding severe physical, mental, and emotional harm caused by drug and alcohol use; to prevent injury, illness, and harm that is a potential result of drug and alcohol use; and to strive within the district for an environment free of such use and abuse.

The sanctions of this policy solely limit the opportunity of any student found to violate this policy to participate in school-sponsored extracurricular activities or clubs. There will be no academic sanction for violation of this policy except to the extent that a violation of this policy would also constitute a violation of other district policies and state or federal law.

The district has adopted this policy for all students participating in school-sponsored extracurricular activities or clubs in grades 7-12. Violations under this drug testing policy are cumulative throughout this grade span, and consequences do not start over with each new school year.

Definitions:

Extracurricular Activities - Means those school-sponsored student activities that take place outside the regular course of study in school. Such activities include all school-sponsored extracurricular activities or clubs.

Drug Use Test - Means a scientifically substantiated method to test for the presence of illegal or performance-enhancing drugs, alcohol, or the metabolites thereof in a person's urine, saliva, hair, or breath. "Illegal Drugs" means any controlled substance that an individual may not legally sell, possess, use, distribute, or purchase under either Federal or Kansas Law. For this policy, "illegal drugs" include, but are not limited to, all scheduled drugs as defined by Kansas Law, all prescription drugs obtained or used without authorization, and all prescribed and over-the-counter drugs being used for an abusive purpose. "Performance-enhancing drugs" include anabolic steroids and any other natural or synthetic substance used to increase muscle mass, strength, endurance, speed, or other athletic ability.

Performance-Enhancing Drugs - Do not include dietary or nutritional supplements such as vitamins, minerals, and proteins that can be lawfully purchased in over-the-counter transactions.

Alcohol - Means the product of distillation of any fermented liquid, whether rectified or diluted, whatever its origin, and includes synthetic methyl alcohol.

Positive - When referring to a drug test administered under this policy means a toxicological test result demonstrating the presence of an illegal or a performance-enhancing drug or the metabolites thereof using the standards customarily established by the testing laboratory administering the drug use test.

Random Selection - Regards the process used by the laboratory conducting drug use tests to select participants to be tested, involving the chance selection of drug test numbers assigned to each participant.

School Days - Are days school is in session at USD 457.

KSHSAA - Is the Kansas State High School Activities Association, where the district participates.

Education:
The district shall provide an educational session concerning this policy to applicable students within one week of the policy's implementation or substantial revision. The session will include a detailed explanation of the policy. In addition, it is recommended that the activities department conduct a player and parent meeting that will include information about the impact of the drug testing policy on participants. Parental attendance is strongly encouraged at each session. Each applicable student will be provided a policy copy and a consent form.

Procedure:
Each student in a school-sponsored extracurricular activity or club shall receive copies of the Student Drug/Alcohol Testing Consent Form, which shall be read, signed, and dated by the student, parent, and guardian. Students must submit a completed consent form to the school office before they can practice or participate in any extracurricular activities. Students must turn in the required form within the above timeframe to be eligible to participate in extracurricular activities. Transfer students who wish to participate in extracurricular activities can complete the form above at enrollment.

Students will be required to provide urine, saliva, or hair samples for drug and alcohol testing as follows:

On a random selection basis, from a list of all students in the testing pool, school-sponsored extracurricular activities or club participants will be drawn randomly to provide a urine, saliva, and hair sample during the school year. Names previously chosen will be placed back in the pool for the possibility of random selection at a later time.

Any drug use test required by the district under the terms of this policy will be administered by or at the direction of a professional laboratory chosen by the district, using scientifically validated toxicological methods. The professional laboratory shall be required to have detailed written specifications to assure the chain of custody of the specimens, proper laboratory control, and scientific testing.

All aspects of the drug use-testing program, including the taking of samples, will be conducted to safeguard students' personal and privacy rights to the maximum extent possible. The Vendor shall obtain the test sample in a manner designed to minimize the intrusiveness of the procedure. In particular, the sample will be collected in a restroom or other private facility.

If the initial drug test is positive, the initial test result may be subject to confirmation by a second and different test of the same sample.

If a test for any student has a positive result, the laboratory will report the results to the designated employee representative. The school will then be responsible for contacting the student's parents with the results and will solicit information regarding any medications the student may be taking that would create a positive result. If needed, the school will contact a certifying scientist at the laboratory regarding any drug interactions.

If requested, a medical review officer can confirm the results and report the findings to the designated employee representative. Once a positive result is determined, the student will become ineligible under the Student Random Drug Testing Guidelines for USD 457/Garden City High School/Middle School.

This decision may be appealed in writing to the Garden City High School/Middle School building designee within two working days. The Garden City High School/Middle School building principal will make a written decision within two working days. During the time of this appeal, the student will be ineligible under Student Random Drug Testing Guidelines for USD 457/Garden City High School/Middle School.

Within two working days, the Garden City High School/Middle School building principal's decision may be appealed in writing to the USD 457 Board of Education through the district superintendent's office. During the time of this appeal, the student will be ineligible under Student Random Drug Testing Guidelines for USD 457/Garden City High School/Middle School.

A student who has tested positive for illegal or performance-enhancing drugs will be required to undergo five (5) additional drug use tests over the next calendar year to confirm that the student is no longer using illegal drugs or performance-enhancing drugs. The district will rely on the opinion of the laboratory that performed or analyzed the additional drug use test in determining whether a positive result in the additional drug test was produced by illegal or performance-enhancing drugs used by the student that caused the first positive result or by more recent use.

All parents or guardians of students who test negative for illegal drugs or performance-enhancing drugs in the initial screening will be contacted by personnel of the district.

Disclaimer:
This policy shall not supersede state and federal law or KSHSAA policy. This policy similarly does not supersede other board policy or handbook language related to Garden City High School/Middle School or about students found to have, using, selling, distributing, or being under the influence of illegal substances or alcohol while at school, on or in school property, at a school-sponsored activity, program, or event. Therefore, a student who violates the policy as outlined in other relevant board policy or handbook language should expect further consequences as deemed appropriate by the building principal.

Reporting to the Board of Education:
The Board of Education shall receive a report on the implementation of this policy at its first meeting in April of each year. Said report shall include, but not necessarily be limited to, the number of tests conducted and positive

results, along with a declaration from the school principals on whether or not a significant drug problem exists at the high school. ***Approved: 7.22.24***

CONSEQUENCES FOR STUDENT INVOLVED IN THE COMMISSION OF A FELONY:

If a student commits an act, which would be considered a felony under the laws of the state of Kansas, or any other state, if the student were an adult, and regardless of whether the act was committed in or out of season, or school, then the student shall be ineligible to participate in any school sponsored activity or sport, for the current school year or the next school year, if the act occurs prior to an upcoming fall semester.

VIOLATIONS PROCESS:

The Athletic Director or a Principal will enter the violation into skyward to be kept for the longevity of the student's time at GCHS. Information recorded will include: date of incident, pertinent information that may apply, and the discipline invoked. All information will be recorded in the student's file, and the principal will be informed.

A. **Suspension (in-school and out-of-school)** – During a suspension the student is ineligible for participating in any activities.
B. **Absences** – A student is expected to be in class all scheduled hours on the day of a scheduled participation event. With prior approval, exceptions will only be made by the Athletic Director or Principal. If a student is absent or Tardy after Ten, from any class on the day of competition, they will not be allowed to participate in the event. If it is determined that a student has been counted absent from any class after the event has started, or after the group has departed for the event, the student will be suspended from the next scheduled competition. Students are also expected to attend practice. If a student must miss practice, the student should inform the coach of the reason; the coach/sponsor then must make a decision as to the validity of the missed practice and take appropriate disciplinary action if needed. Coaches should follow GCHS attendance policy guidelines regarding excused and unexcused absences.
C. **Tardies / Unverified Absences**: For every five tardies or unverified absences during a season, each student is subject to a full game suspension.
D. **Not In Good Standing** - A student whose character or conduct in school, or outside school, brings discredit to the school or to the student is not a student in good standing and is ineligible for the remainder of the sport season or until such time as the matter of discredit is cleared up**.**
E. **Ejection From Competition -** Depending on the circumstances, if a player is ejected by an official for unsportsmanlike conduct during competition, the player will "sit-out" and not participate in the next game. If a player is ejected by an official for unsportsmanlike conduct a **second** time during competition, he/she will not participate for the remainder of the season.
F. **Other -** A student may be declared ineligible for valid reasons as deemed necessary by the administration with the consultation and recommendations of the coaching staff.
G. **Change of Sport** - Any student who desires to change sports after first beginning one must have the consent of both coaches involved in each sport.

COMMUNICATION PROCESS:

Our goal as an athletic department is to promote an open atmosphere with effective communication. Our coaching staff will strive to ensure all our students and parents are on the same page.

Communication throughout the entire year is vital for successful student and parent relations with our coaching staff. Communication is essential for successful player development on and off the playing fields. As we all know, great teams begin with great parents. Our coaches will have an "open-door policy" for all students' athletes.

We encourage any student who has an issue to reach out to their coach to help find a resolution. However, there will be a communication process that all students, parents, and coaches need to follow.

24-HOUR RULE – Please allow 24 hours before attempting communication with coaches. Remember, immediately following a game, win or lose, is a tough time to talk to the coach.

4-STEP COMMUNICATION PROCESS

- STEP 1 – Athlete meets with head coach
- STEP 2 – Athlete and parent meet with head coach
- STEP 3 – Athlete and parent meet with head coach and athletic director
- STEP 4 – Athlete and parent meet with the head coach, athletic director, and principal

Athletes will meet with the head coach if an issue arises. For example, if the coach receives contact (e.g., in-person, email, phone call) from a parent before hearing from the athlete, the coach will politely ask that their athlete come in and speak with the coach first.

Off-Limit Conversations: Playing time, roster selection, game strategy, play calling, other athletes

Appropriate Conversations: Grades, attendance, mental health, physical health, problems at home, etc.

TEAM SELECTION:

Team tryouts and selection are stressful for players and coaches alike. The team selection process is the sole responsibility of that sports coaching staff. They will look at, but are not limited to, the following criteria when making the team selections:

CRITERIA FOR PLAYER EVALUATION:

1. ACADEMICS
2. CHARACTER
3. ATTITUDE AND COACHABILITY
4. SPORT SKILL
5. SPORT IQ

After team selections are made, athletes are encouraged to talk with their coaches to discuss potential growth areas. However, this conversation is limited to players and coaches.

Coaches have the autonomy to remove any player from their team if they feel it is in the best interest of the team.

PARTICIPATION CONFLICTS:

If any student should have a conflict in participation of events, the following guidelines should be adhered to:

1. If the conflict involves a state competition versus a non-state performance or competition, the student must compete in the state competition.

2. If the conflict involves regular season competitions the student may make the choice of which event to compete in and should not be coerced or otherwise penalized in any way by the instructor or coach. However, the student MUST communicate to both coaches their decision as to which competition they plan on attending at least 7 days prior to the conflict.

NCAA ELIGIBILITY RULES:

Students who want to participate in Division I or Division II college athletics should start planning early. As a prospective student-athlete at a Division I or II institution, the student has certain responsibilities to attend to before he/she may participate. There are four parts of initial eligibility:

A. Graduation from High School
B. Meet the minimum core grade point average
C. Meet the minimum ACT or SAT test score standards
D. Completion of required core courses (college preparatory curriculum required)

Information concerning who needs to register with the eligibility center and what documents should be submitted can be found in *The Guide for the College Bound Student-Athlete.* This book summarizes the rules and regulations. It also includes guidelines relating to recruiting, eligibility, financial aid and college freshman eligibility requirements for Division I and II. A copy may be downloaded. Information is also available at the eligibility center website www.eligibilitycenter.org. Student-athletes also need to notify their school counselor, as soon as possible, of their intentions to play collegiate sports. Their counselor can help monitor course selections to meet eligibility requirements.

AWARDS:

Garden City High School is proud of its student athletes and for this reason it is an honor to recognize students who have contributed to the activity programs.

LETTERING PROCESS:

Every student who successfully completes a season will be given a certificate of participation or will be granted a GCHS letter award for competing in particular sports. A chenille letter "G" will be given to each **first-time** letter winner. Special patches may be given for conference championships, regional or sub-state championships and state championships. Each head coach/sponsor in that sport/activity establishes lettering guidelines with the approval of the Athletic/Activities Director.

AWARDS BANQUETS:

Award banquets are the culminating activity of each season. It is the responsibility of the head coach/sponsor of each sport or activity to organize the awards event.

MOST OUTSTANDING SENIOR ATHLETE:

An outstanding senior boy and girl athlete will be recognized in the spring of each school year. The following criteria must be met in order to qualify for the recognition. The Athletic Director will prepare a ballot with those students who qualify and each head coach will be given the opportunity to vote for his/her choice(s) for the award. Criteria for the award will be as follows: athletes must have lettered in two sports their senior year and participated in the sport for a minimum of two years. If the criteria cannot be met by a boy or girl athlete, coaches will vote to determine which one sport athlete will be the recipient.

OVERNIGHT OUT-OF-TOWN TRIP POLICY:

It is the intent of the administration of Garden City High School and the coaches/sponsors to provide an environment during overnight out-of-town trips consistent with the expectations set for students during the normal school day. Coaches/sponsors act "en loco parentis" while on trips with students and must therefore, make decisions based on their best judgment regarding the general well-being of students in their charge. With this goal in mind, the overnight out-of-town policy has been adopted and will apply to any student who participates in a GCHS sponsored overnight out-of-town activity.

Minor Violations – A violation of the student discipline code not requiring an in-school or out-of-school suspension

Examples of **minor** violations may include but are not limited to:

- Curfew violation
- Inappropriate language

Major Violation – A violation of the student discipline code that would require an in-school or out-of-school suspension

Examples of **major** violations may include but are not limited to:

- Inappropriate sexual conduct
- Possession or consumption of tobacco, alcohol or illegal drugs by anyone in the student's room
- Any minor violation the sponsor determines substantially disrupted or compromised the safety of the overnight out-of-town trip experience

Activity sponsors will establish codes of conduct for their individual activity trips. Additionally, all existing USD 457 BOE discipline regulations will be enforced. Students violating rules set forth by the sponsor will face the following consequences:

FIRST MINOR VIOLATION:

The sponsor involved, in conjunction with the activity director, will determine whether this discipline infraction qualifies as a major or minor violation. Should the sponsor determine the violation minor, the sponsor will use his/her judgment as the discipline to be invoked. The maximum penalty will be permanent suspension from the activity. Should the sponsor determine the violation is major, the level of discipline starts at step two. The sponsor involved or a principal will complete a Skyward discipline referral on the student. Information recorded will include: Date of incident, any pertinent information that may apply, and the discipline invoked. Sponsors of other activities will refer to this card to determine whether they will allow the student to attend

overnight out-of-town trips. The activity director will approve the discipline and will inform the principal and parents of the incident and the discipline invoked.

SECOND MINOR VIOLATION OR FIRST MAJOR VIOLATION:
At the minimum, the student will not be allowed to attend any overnight out-of-town trips for this activity for the remainder of the year. The sponsor will be strongly urged to not allow the student to attend any overnight out-of-town activities in future years as well. The maximum penalty will be permanent suspension from the team or group. Determination of the discipline to be invoked will be made in conjunction with the Activity Director. Other activity sponsors will be notified of the action taken concerning the student and will be urged by the activity director to follow the same course of action. Other sponsors will decide whether they wish to allow the student to attend overnight out-of-town trips for the activity they sponsor.

THIRD MINOR VIOLATION OR SECOND MAJOR VIOLATION:
All violations counted for this step are cumulated for all activities the student participates in. The student will be banned from all overnight out-of-town activities sponsored by USD 457 for the remainder of their high school career. The Athletic Director will notify all activity sponsors as well as principal students and parents.

OUT-OF-TOWN TRIP APPROVAL GUIDELINES:
Guidelines for Trip Approval

1. KSHSAA Sanctioned Events
2. NASSP Approved Contest
3. Member of a State or National Board

If the out of state trip over 500 miles does not fall under one of these categories we will evaluate them for the following:

1. 1 grade level = every year
2. 2 grade levels = every 2 years
3. 3 grade levels = every 3 years
4. All grade levels = every 4 years

UNDERSTANDING OF LIABILITY:
We are excited to offer your child the opportunity to participate in Activities and Athletics at USD 547. However, before your child can participate, please understand.

Please read the following carefully:

1. I understand that participation in activities and athletics involves inherent risks, including but not limited to physical injury or harm and that my child's participation in this activity is voluntary.
2. I hereby release USD 457, its employees, and volunteers from any and all claims, actions, damages, or liabilities arising out of my child's participation in USD 457 activities and athletics, including but not limited to any injuries sustained by my child during the course of the activity.

3. I agree to indemnify and hold harmless USD 457, its employees, agents, and volunteers from any and all claims, actions, damages, or liabilities arising out of my child's participation in USD 457 activities and athletics, including but not limited to any injuries sustained by my child during the course of the activity.
4. I understand that any medical treatment provided to my child during their participation in USD 457 activities and athletics will be at my own expense. I agree to be financially responsible for any costs associated with any injury sustained by my child during the course of the activity.
5. I acknowledge that I have read and understood this waiver form in its entirety and that I voluntarily sign it without any inducement or assurance of any nature. ***Last Edited | 08-28-2024 | Matt Bayer***

GARDEN CITY HIGH SCHOOL

ATHLETIC & ACTIVITY HANDBOOK



Athletic Director: Matt Bayer

Assistant Athletic Director: Nate Bailey

Administrative Assistant: Gina Basilio

2720 Buffalo Way Boulevard

Garden City, Ks 67846

Phone: 620-805-543 - Fax: 620-805-5629

Table of Contents

Vision, Mission, Core Values	**3**
Conference Affiliation	**3**
Clubs & Activities	**4**
Student Eligibility	**5**
Alcohol, Tobacco and Drug Policy	**6**
Random Drug Testing	**9**
Behavior Violations	**13**
Parent Communication	**13**
Team Selection	**14**
Participation Conflict	**14**
NCAA Rules	**15**
Awards	**15**
Overnight Out-Of-Town Policy	**16**
Out-of-Town Trip Approval Policy	**16**
Understanding of Liability	**17**

BUFFALO ATHLETICS VISION, MISSION AND CORE VALUES

Buffalo Athletics Vision Statement | Become the premier athletic program in the State of Kansas with all teams finishing in the top 8 of 6A schools annually.

Buffalo Athletics Mission Statement | Provide our students, school, and community with the best student-athlete experience in the State of Kansas!

Buffalo Athletics Core Values | Committed to the Process, Integrity, #1Herd

CONFERENCE AFFILIATION – WESTERN ATHLETIC CONFERENCE

Garden City High School offers a wide variety of athletic and activity programs for the high school students. The school is a member of the WAC Conference which was established in 1992.

Conference members are:

Garden City High School | Hays High School | Great Bend High School
Liberal High School | Dodge City High School

The conference maintains a regular-season championship, recognizes all-conference selections in each sport, and has established a WAC Cup for the top-performing athletic program in the conference. All WAC Selections are made at conference meetings as voted on by the WAC coaches of that sport.

It is USD 457 and Garden City High School's goal to maintain high competitive levels with our athletic/activities programs.

KSHSAA ATHLETICS:

Baseball	Anthony Ortiz
Basketball – Boys	Luke Swedburg
Basketball – Girls	Kelley Snodgrass
Bowling	
Cheerleaders	Michelle Newsome
Cross Country	Krista Linenberger
Dance Team	Hillary Watson
Football	Joe Price
Golf – Boys	Mitch Moore
Golf – Girls	Chris Duncan
Soccer – Boys	Jose Vital
Soccer – Girls	Jose Vital
Softball	Katrina Moquett
Swimming – Boys	Aleisha Stepp
Swimming – Girls	Jennifer Meng
Tennis – Boys	David Snodgrass
Tennis – Girls	David Snodgrass
Track & Field	
Volleyball	Trista Bailey
Wrestling	Paul Lappin

KSHSAA ACTIVITIES:

Band	Ryan Partin
Debate	Aimee Brandt
Drama	Alice Hilt
Forensics	Russ Tidwell
Orchestra	Summer Miller
Student Council	Jane Schneider
Scholars Bowl	Rajneesh Devgan
STUCO	Kylee Hipp
Vocal Music (Choir)	Abigail Martinez

ACTIVITIES & CLUBS:

Art Club	Kaitlin Hahn
AVID	
BBS-TV	Eric Velander
CABS	Jane Schneider
Chess Club	David Snodgrass
Clay Target Club	Dru Saddler
Culture Club	Not Active
Drum Line	Perla Carrasco
Educators Rising	Not Active
Fashion Club	
FBLA	
FCCLA	Maldonado/Hilt
FFA	Meyer /
Flag Team	Katlyn Mora
Folkloric Dance	Not Active
French Club	Alex Olinger
Gaming Club	Not Active
Green Club	Mitchelle Perez
GSA	James Beard
HOSA	Jane Schneider
HALO	Anabel Tonche
JAG	Jarrod Spencer
JROTC	Col. Burr / SGT Peterson
KBFZ Radio	Eric Velander
Literature Club	Tonya Lappin
Modern Show Choir	Abigail Martinez
National Honor Society	Wendy Terpstra
Prom	Paige Reich/Trista Bailey
Pro Star	Elisabeth Maldonado
Photography	Brian Nelson
Robotics	Scott Glass
Skills USA	Don Murrell
Spanish/French NHS	Alex Olinger
Sugar Beet	Brian Nelson
Thespians	
Yearbook	Brian Nelson
Young Entrepreneurs	Ember Dortch

STUDENT ELIGIBILITY:

The staff, coaches and sponsors at Garden City High School realize the importance of each student maintaining an acceptable level of academic excellence and classroom behavior.

There are two levels of eligibility, which can affect a student athlete at GCHS. They are the KSHSAA requirements and those requirements established by the USD 457 Board of Education and Garden City High School.

THE KANSAS STATE HIGH SCHOOL ACTIVITIES ASSOCIATION REQUIREMENTS ARE AS FOLLOWS:

1. The student is a bona fide undergraduate student in good standing.
2. The student shall have passed at least five new subjects (those not previously passed) of unit weight, or its equivalence, the previous semester or the last semester of attendance.
3. The student shall be enrolled in and attending a minimum of five new subjects (those not previously passed), of unit weight, or its equivalence, during the present semester at GCHS.
4. Any student, who reaches nineteen on or before September 1, shall be ineligible for interscholastic activities. Any student, who reaches nineteen after September 1, shall be eligible for the remainder of that school year. The same rule applies to 9th graders who reach the age of 16 on or before September 1st.
5. They do not engage in outside competition in the same sport while they are a member of a school squad.
6. They have passed an adequate physical examination by a physician and have the written permission of their parents.
7. They have met the requirements of the transfer rule.
8. They have not competed under a false name or for money or merchandise of intrinsic value and have observed all other provisions of the amateur rule.
9. The student-athlete's attendance is regular and conduct and sportsmanship satisfactory.
10. Seniors who are concurrently enrolled at GCHS and in college credits at GCCC must be passing all but one subject. Each 3-hour course at GCCC equals 1 class at GCHS. A 5-hour course at GCCC equals 2 classes at GCHS. Students enrolled at GCCC must receive dual credit for classes taken at the college.
11. Any student shall not have more than eight (8) semesters of possible eligibility in grades nine through twelve.

KSHSAA STUDENT NOT IN GOOD STANDING:

- Rule 14 - BONA FIDE STUDENT - Article 2:
    - A student who is under penalty of suspension or whose character or conduct brings discredit to the school or to the student, as determined by the principal, is not in good standing and is ineligible for a period of time as specified by the principal.
    - A student not in good standing due to discipline imposed by their school or district does not become eligible by transferring to a new school. Good standing status resumes when the disciplinary requirements of the imposing school have been fulfilled and written notice is provided.

GARDEN CITY HIGH SCHOOL REQUIREMENTS:

The requirement for student eligibility as established by Garden City High School and the procedures for implementing this policy are outlined below:

1. **Academic** - Each student will be required to meet the KSHSAA state standards as outlined above. In addition to the KSHSAA state standards a grade report for the eligibility period (Sunday to Sunday) will be run twice weekly. On Tuesday morning the Athletic Department will run a warning list followed by a final list on Friday morning, to determine which students currently involved in an activity or athletic sport are earning more than one "F" in any class. Any student who has an "F" in more than one class, on **BOTH** the Tuesday list and Friday list, will be declared ineligible for the entirety of the following grading period (the following Sunday to Sunday) without exception. The first grade report of each semester will run on the 3rd full week of the semester. Each student will be allowed one probationary week per season. Coaches may have policies that are more restrictive than this policy, but not less restrictive. The eligibility requirement will apply to KSHSAA Athletics/Activities. Semester school grade recovery does not count toward KSHSAA eligibility.
2. **Behavior** - Each student is expected to maintain an acceptable level of behavior and eligibility. USD 457 and Garden City High School has a vital interest in maintaining a safe and healthy environment for all students, including those participating in school-sponsored activities. Being under the influence of controlled substances or alcohol, or using a tobacco product, poses serious safety and health risks to the user and other students. USD 457 recognizes its obligations to its students for the provision of services and activities that are free of the influence of controlled substances, alcohol, and tobacco. USD 457 will endeavor through this policy to provide controlled substances, alcohol and tobacco free participation by students in school-sponsored activities. USD 457 further expresses its intent through this policy to comply with federal and state rules, regulations, or laws that relate to the maintenance of an educational environment free from controlled substances, alcohol, and tobacco, and to prevent accidents and injuries resulting from the use of controlled substances or alcohol. USD 457 believes that all students who participate in school-sponsored activities should refrain from the use of controlled substances, alcohol, and tobacco.

DEFINITIONS:

1. **Alcohol** - means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.
2. **Controlled Substances** - means any drug, substance, or immediate precursor included in any of the schedules designated in K.S.A. 65-4205, 65-4107, 65-4109, 65-4111, and 65-4113 and amendments to those sections. For the purpose of this policy, controlled substances shall also mean toxic vapors or any solvent, material, substance or chemical releasing toxic vapors which are inhaled for the purpose of causing a condition of, or inducing symptoms of intoxication, elation, euphoria, dizziness, excitement, irrational behavior, exhilaration, paralysis, stupefaction, or dulling of the senses of the nervous systems or for the purpose of, in any manner, changing, distorting, or disturbing the auditory, visual, or mental processes.
3. **Steroid** - In accordance with KSHSAA policy, Rule 14, Article 4 – a student who uses anabolic steroids would be ineligible for interscholastic competition until such time as medical evidence can be presented that his/her system is drug free.

4. **Reasonable suspicion of controlled substances or alcohol use** - means the existence of articulable facts sufficient to support a belief that a student has used or is using controlled substances or alcohol.
5. **School-sponsored activity** - means any activity in which a student participates and which is sponsored by USD 457. School-sponsored activities shall include, but not be specifically limited to, athletics, cheerleading, forensics, debate, music, academic clubs or organizations, special interest clubs or organizations, and all activities governed by the Kansas State High School Activities Association (KSHSAA).
6. **Student -** means any person enrolled as a student in USD 457, and who participates in one or more school-sponsored activities.
7. **Tobacco -** means any product containing tobacco, including but not specifically limited to, cigarettes, cigars, pipes, snuff, chewing tobacco, and all smokeless tobacco products.
8. **USD 457** - means the Unified School District No. 457, Garden City, Finney County, and State of Kansas.

PROHIBITIONS:

1. Controlled Substances/Alcohol/Tobacco Use: No student, at any time, shall consume, use or possess controlled substances, alcohol, or tobacco. This prohibition applies at all times, regardless of whether a student is on school premises, or directly participating in, or at, a school-sponsored activity.
2. Refusal to submit to a required controlled substances or alcohol test: No student shall refuse to submit to a reasonable suspicion controlled substances or alcohol test requested under this policy.

REASONABLE SUSPICION TESTING:

1. USD 457 may require a student to submit to a controlled substances test when USD 457 has reasonable suspicion to believe that the student has violated the prohibitions of this policy concerning controlled substances. USD 457's determination that reasonable suspicion exists to require the student to undergo a controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, attitude, behavior, speech, performance, or body odors of the student. The observations may include indications of the chronic and withdrawal effects of a controlled substance.

2. USD 457 may require a student to submit to an alcohol test when USD 457 has reasonable suspicion to believe that the student has violated the prohibitions of this policy concerning alcohol. USD 457's determination that reasonable suspicion exists to require the student to undergo an alcohol test must be based on specific, contemporaneous, articulation observations concerning the appearance, attitude, behavior, speech, performance, or body odors of the student.

3. The required observations for controlled substances, and/or alcohol reasonable suspicion testing shall be made by a USD 457 employee who is trained to determine whether reasonable suspicion exists to require a student to undergo testing.

4. Any reasonable suspicion test required by this policy shall be performed in compliance with the procedure followed by USD 457 for reasonable suspicion testing of USD 457 employees. USD 457 shall pay the cost of any reasonable suspicion testing. All reasonable suspicion test results shall be

confidential, subject to disclosure only for purposes of enforcing this policy or the below noted policies of the USD 457 Board of Education (Board).

5. Before a student returns to participation in a school-sponsored activity after engaging in conduct prohibited by this policy and after a test confirming the use of controlled substances or alcohol, or after a student refuses to submit to a requested reasonable suspicion controlled substances or alcohol test, the student shall undergo a return-to-participation controlled substances or alcohol test with a verified negative result. The student shall pay the cost of any return-to-participation testing.

NOTIFICATION OF TEST RESULTS:

USD 457 shall notify the student and his/her parents of the results of a reasonable suspicion test for controlled substances or alcohol conducted under this policy.

CONSEQUENCES FOR STUDENT ENGAGING IN PROHIBITED CONDUCT INCLUDING CONTROLLED SUBSTANCES, ALCOHOL, OR TOBACCO:

Any student who violates any provision of this policy pertaining to controlled substances, alcohol, or tobacco shall be subject to Board policies JCDA, JCDAB, JDD, and JDAA, together with all supporting rules and regulations. When a conflict exists between discipline and sanctions required by Board of Education policies JCDA, JCDAB, JDD, and JDDA and athletic department policies the Board of Education policies shall control.

In addition to discipline provided in the Board policies set forth above, a student shall be subject to sanctions for violations of this policy, to be imposed by a coach or other USD 457 employee sponsor of a school sponsored activity, as follows:

1) **First Offense:** A first time violator shall be subject to the following sanctions:
   a) The student will be suspended 0 - 3 days out of school, and/or may be referred for a long-term suspension hearing.
   b) Suspension from all student activities for a period of not less than 30 calendar days.
   c) Intervention by the Intervention Team will begin and recommendations will be made.
   d) Parents/guardians will be informed of suspension and the recommendation of the Intervention Team.

2) **Second Offense:** A second time violator shall be subject to the following sanctions:
   a) The student will be suspended 3 - 5 days out of school, and/or may be referred for a long-term suspension hearing.
   b) Suspension from all student activities for a period of not less than 120 calendar days.
   c) A student placed on long term suspension under this policy may be readmitted on a probationary status if the student agrees to complete a drug and alcohol rehabilitation program. (Name(s) of acceptable programs are on file with the board clerk.)
   d) Additional intervention will be conducted by the Intervention Team.
   e) E. Parents/guardians will be required to attend a staffing with the Intervention Team.

3) **Third and Subsequent Offenses:** A student who violates the terms of this policy for the third time, and any subsequent violations, shall be subject to the following sanctions:
   a) A punishment up to and including expulsion from school for a period not exceeding 186 school days.
   b) Suspension from participation and attendance at all school activities for one calendar year.
   c) A student who is expelled from school under the terms of this policy may be readmitted during the term of the expulsion only if the student has completed a drug and alcohol education and rehabilitation program at an acceptable program.

Consequences for violations will be cumulative over a student's entire time as a student.

Students who are suspended or expelled under the terms of this policy will be afforded the due process rights contained in board policies and Kansas statutes, K.S.A. 72-6114, et seq. Nothing in this policy is intended to diminish the ability of the district to take other disciplinary action against the student in accordance with other policies governing student discipline. If a student agrees to enter into and complete a drug education or rehabilitation program, the cost of such program will be borne by the student and his or her parents.

A list of area drug and alcohol counseling and rehabilitation programs, along with names and addresses of contact persons for the programs, is on file with the board clerk. Parents or students should contact the directors of the programs to determine the cost and length of the program.

A copy of this policy will be provided to all students, and the parents of all students. Parents of all students will be notified that compliance with this policy is mandatory.

Out of Season Violations – The coach/sponsor involved will determine how he/she wants to handle this. We will have no department-wide guidelines for out-of-season violations. If a student is currently in-season with one activity, and out-of-season with a second or more activity, the in-season coach or sponsor will handle the violation.

Students Involved in Multiple Activities – The student involved will be suspended from each of the in-season activities for the length determined by the offense.

Student Misuse of Medication JDDAA-R Student Activity Drug and Alcohol Testing (See JDD and JDDA):

To protect the health and safety of its students in school-sponsored extracurricular activities or clubs from illegal and performance-enhancing drugs and alcohol use and abuse and injuries resulting from the use of drugs and alcohol, the USD 457 Board of Education adopts the following policy for drug and alcohol testing of students participating in school-sponsored extracurricular activities or clubs.

Statement of Purpose and Intent:

It is the desire of the Board of Education, administration, and staff that every student in the district refrain from using, possessing, or distributing illegal or performance-enhancing drugs and alcohol. The disciplinary actions triggered by this policy relate solely to limiting the opportunity of any student violating this policy to participate in school-sponsored extracurricular activities or clubs. This policy is intended to supplement and complement

all other policies, rules, and regulations of the district regarding the possession and use of illegal drugs and alcohol. It does not limit the district's authority to enforce the provisions of other relevant policies or take disciplinary actions authorized thereby.

Participation in school-sponsored extracurricular activities or clubs at the district is a privilege. Accordingly, students in such activities are responsible to themselves, their fellow students, their parents, and their school to conduct themselves by a high standard of conduct, which requires avoiding using or possessing illegal or performance-enhancing drugs and alcohol.

The purposes of this policy are to prevent illegal or performance-enhancing drug and alcohol use; to educate student participants regarding severe physical, mental, and emotional harm caused by drug and alcohol use; to prevent injury, illness, and harm that is a potential result of drug and alcohol use; and to strive within the district for an environment free of such use and abuse.

The sanctions of this policy solely limit the opportunity of any student found to violate this policy to participate in school-sponsored extracurricular activities or clubs. There will be no academic sanction for violation of this policy except to the extent that a violation of this policy would also constitute a violation of other district policies and state or federal law.

The district has adopted this policy for all students participating in school-sponsored extracurricular activities or clubs in grades 7-12. Violations under this drug testing policy are cumulative throughout this grade span, and consequences do not start over with each new school year.

Definitions:

Extracurricular Activities - Means those school-sponsored student activities that take place outside the regular course of study in school. Such activities include all school-sponsored extracurricular activities or clubs.

Drug Use Test - Means a scientifically substantiated method to test for the presence of illegal or performance-enhancing drugs, alcohol, or the metabolites thereof in a person's urine, saliva, hair, or breath. "Illegal Drugs" means any controlled substance that an individual may not legally sell, possess, use, distribute, or purchase under either Federal or Kansas Law. For this policy, "illegal drugs" include, but are not limited to, all scheduled drugs as defined by Kansas Law, all prescription drugs obtained or used without authorization, and all prescribed and over-the-counter drugs being used for an abusive purpose. "Performance-enhancing drugs" include anabolic steroids and any other natural or synthetic substance used to increase muscle mass, strength, endurance, speed, or other athletic ability.

Performance-Enhancing Drugs - Do not include dietary or nutritional supplements such as vitamins, minerals, and proteins that can be lawfully purchased in over-the-counter transactions.

Alcohol - Means the product of distillation of any fermented liquid, whether rectified or diluted, whatever its origin, and includes synthetic methyl alcohol.

Positive - When referring to a drug test administered under this policy means a toxicological test result demonstrating the presence of an illegal or a performance-enhancing drug or the metabolites thereof using the standards customarily established by the testing laboratory administering the drug use test.

Random Selection - Regards the process used by the laboratory conducting drug use tests to select participants to be tested, involving the chance selection of drug test numbers assigned to each participant.

School Days - Are days school is in session at USD 457.

KSHSAA - Is the Kansas State High School Activities Association, where the district participates.

Education:
The district shall provide an educational session concerning this policy to applicable students within one week of the policy's implementation or substantial revision. The session will include a detailed explanation of the policy. In addition, it is recommended that the activities department conduct a player and parent meeting that will include information about the impact of the drug testing policy on participants. Parental attendance is strongly encouraged at each session. Each applicable student will be provided a policy copy and a consent form.

Procedure:
Each student in a school-sponsored extracurricular activity or club shall receive copies of the Student Drug/Alcohol Testing Consent Form, which shall be read, signed, and dated by the student, parent, and guardian. Students must submit a completed consent form to the school office before they can practice or participate in any extracurricular activities. Students must turn in the required form within the above timeframe to be eligible to participate in extracurricular activities. Transfer students who wish to participate in extracurricular activities can complete the form above at enrollment.

Students will be required to provide urine, saliva, or hair samples for drug and alcohol testing as follows:

On a random selection basis, from a list of all students in the testing pool, school-sponsored extracurricular activities or club participants will be drawn randomly to provide a urine, saliva, and hair sample during the school year. Names previously chosen will be placed back in the pool for the possibility of random selection at a later time.

Any drug use test required by the district under the terms of this policy will be administered by or at the direction of a professional laboratory chosen by the district, using scientifically validated toxicological methods. The professional laboratory shall be required to have detailed written specifications to assure the chain of custody of the specimens, proper laboratory control, and scientific testing.

All aspects of the drug use-testing program, including the taking of samples, will be conducted to safeguard students' personal and privacy rights to the maximum extent possible. The Vendor shall obtain the test sample in a manner designed to minimize the intrusiveness of the procedure. In particular, the sample will be collected in a restroom or other private facility.

If the initial drug test is positive, the initial test result may be subject to confirmation by a second and different test of the same sample.

If a test for any student has a positive result, the laboratory will report the results to the designated employee representative. The school will then be responsible for contacting the student's parents with the results and will solicit information regarding any medications the student may be taking that would create a positive result. If needed, the school will contact a certifying scientist at the laboratory regarding any drug interactions.

If requested, a medical review officer can confirm the results and report the findings to the designated employee representative. Once a positive result is determined, the student will become ineligible under the Student Random Drug Testing Guidelines for USD 457/Garden City High School/Middle School.

This decision may be appealed in writing to the Garden City High School/Middle School building designee within two working days. The Garden City High School/Middle School building principal will make a written decision within two working days. During the time of this appeal, the student will be ineligible under Student Random Drug Testing Guidelines for USD 457/Garden City High School/Middle School.

Within two working days, the Garden City High School/Middle School building principal's decision may be appealed in writing to the USD 457 Board of Education through the district superintendent's office. During the time of this appeal, the student will be ineligible under Student Random Drug Testing Guidelines for USD 457/Garden City High School/Middle School.

A student who has tested positive for illegal or performance-enhancing drugs will be required to undergo five (5) additional drug use tests over the next calendar year to confirm that the student is no longer using illegal drugs or performance-enhancing drugs. The district will rely on the opinion of the laboratory that performed or analyzed the additional drug use test in determining whether a positive result in the additional drug test was produced by illegal or performance-enhancing drugs used by the student that caused the first positive result or by more recent use.

All parents or guardians of students who test negative for illegal drugs or performance-enhancing drugs in the initial screening will be contacted by personnel of the district.

Disclaimer:
This policy shall not supersede state and federal law or KSHSAA policy. This policy similarly does not supersede other board policy or handbook language related to Garden City High School/Middle School or about students found to have, using, selling, distributing, or being under the influence of illegal substances or alcohol while at school, on or in school property, at a school-sponsored activity, program, or event. Therefore, a student who violates the policy as outlined in other relevant board policy or handbook language should expect further consequences as deemed appropriate by the building principal.

Reporting to the Board of Education:
The Board of Education shall receive a report on the implementation of this policy at its first meeting in April of each year. Said report shall include, but not necessarily be limited to, the number of tests conducted and positive

results, along with a declaration from the school principals on whether or not a significant drug problem exists at the high school. ***Approved: 7.22.24***

CONSEQUENCES FOR STUDENT INVOLVED IN THE COMMISSION OF A FELONY:

If a student commits an act, which would be considered a felony under the laws of the state of Kansas, or any other state, if the student were an adult, and regardless of whether the act was committed in or out of season, or school, then the student shall be ineligible to participate in any school sponsored activity or sport, for the current school year or the next school year, if the act occurs prior to an upcoming fall semester.

VIOLATIONS PROCESS:

The Athletic Director or a Principal will enter the violation into skyward to be kept for the longevity of the student's time at GCHS. Information recorded will include: date of incident, pertinent information that may apply, and the discipline invoked. All information will be recorded in the student's file, and the principal will be informed.

A. **Suspension (in-school and out-of-school)** – During a suspension the student is ineligible for participating in any activities.
B. **Absences** – A student is expected to be in class all scheduled hours on the day of a scheduled participation event. With prior approval, exceptions will only be made by the Athletic Director or Principal. If a student is absent or Tardy after Ten, from any class on the day of competition, they will not be allowed to participate in the event. If it is determined that a student has been counted absent from any class after the event has started, or after the group has departed for the event, the student will be suspended from the next scheduled competition. Students are also expected to attend practice. If a student must miss practice, the student should inform the coach of the reason; the coach/sponsor then must make a decision as to the validity of the missed practice and take appropriate disciplinary action if needed. Coaches should follow GCHS attendance policy guidelines regarding excused and unexcused absences.
C. **Tardies / Unverified Absences**: For every five tardies or unverified absences during a season, each student is subject to a full game suspension.
D. **Not In Good Standing -** A student whose character or conduct in school, or outside school, brings discredit to the school or to the student is not a student in good standing and is ineligible for the remainder of the sport season or until such time as the matter of discredit is cleared up**.**
E. **Ejection From Competition -** Depending on the circumstances, if a player is ejected by an official for unsportsmanlike conduct during competition, the player will "sit-out" and not participate in the next game. If a player is ejected by an official for unsportsmanlike conduct a **second** time during competition, he/she will not participate for the remainder of the season.
F. **Other -** A student may be declared ineligible for valid reasons as deemed necessary by the administration with the consultation and recommendations of the coaching staff.
G. **Change of Sport** - Any student who desires to change sports after first beginning one must have the consent of both coaches involved in each sport.

COMMUNICATION PROCESS:

Our goal as an athletic department is to promote an open atmosphere with effective communication. Our coaching staff will strive to ensure all our students and parents are on the same page.

Communication throughout the entire year is vital for successful student and parent relations with our coaching staff. Communication is essential for successful player development on and off the playing fields. As we all know, great teams begin with great parents. Our coaches will have an "open-door policy" for all students' athletes.

We encourage any student who has an issue to reach out to their coach to help find a resolution. However, there will be a communication process that all students, parents, and coaches need to follow.

24-HOUR RULE – Please allow 24 hours before attempting communication with coaches. Remember, immediately following a game, win or lose, is a tough time to talk to the coach.

4-STEP COMMUNICATION PROCESS

- STEP 1 – Athlete meets with head coach
- STEP 2 – Athlete and parent meet with head coach
- STEP 3 – Athlete and parent meet with head coach and athletic director
- STEP 4 – Athlete and parent meet with the head coach, athletic director, and principal

Athletes will meet with the head coach if an issue arises. For example, if the coach receives contact (e.g., in-person, email, phone call) from a parent before hearing from the athlete, the coach will politely ask that their athlete come in and speak with the coach first.

Off-Limit Conversations: Playing time, roster selection, game strategy, play calling, other athletes

Appropriate Conversations: Grades, attendance, mental health, physical health, problems at home, etc.

TEAM SELECTION:

Team tryouts and selection are stressful for players and coaches alike. The team selection process is the sole responsibility of that sports coaching staff. They will look at, but are not limited to, the following criteria when making the team selections:

CRITERIA FOR PLAYER EVALUATION:

1. ACADEMICS
2. CHARACTER
3. ATTITUDE AND COACHABILITY
4. SPORT SKILL
5. SPORT IQ

After team selections are made, athletes are encouraged to talk with their coaches to discuss potential growth areas. However, this conversation is limited to players and coaches.

Coaches have the autonomy to remove any player from their team if they feel it is in the best interest of the team.

PARTICIPATION CONFLICTS:

If any student should have a conflict in participation of events, the following guidelines should be adhered to:

1. If the conflict involves a state competition versus a non-state performance or competition, the student must compete in the state competition.

2. If the conflict involves regular season competitions the student may make the choice of which event to compete in and should not be coerced or otherwise penalized in any way by the instructor or coach. However, the student MUST communicate to both coaches their decision as to which competition they plan on attending at least 7 days prior to the conflict.

NCAA ELIGIBILITY RULES:

Students who want to participate in Division I or Division II college athletics should start planning early. As a prospective student-athlete at a Division I or II institution, the student has certain responsibilities to attend to before he/she may participate. There are four parts of initial eligibility:

A. Graduation from High School
B. Meet the minimum core grade point average
C. Meet the minimum ACT or SAT test score standards
D. Completion of required core courses (college preparatory curriculum required)

Information concerning who needs to register with the eligibility center and what documents should be submitted can be found in *The Guide for the College Bound Student-Athlete.* This book summarizes the rules and regulations. It also includes guidelines relating to recruiting, eligibility, financial aid and college freshman eligibility requirements for Division I and II. A copy may be downloaded. Information is also available at the eligibility center website www.eligibilitycenter.org. Student-athletes also need to notify their school counselor, as soon as possible, of their intentions to play collegiate sports. Their counselor can help monitor course selections to meet eligibility requirements.

AWARDS:

Garden City High School is proud of its student athletes and for this reason it is an honor to recognize students who have contributed to the activity programs.

LETTERING PROCESS:

Every student who successfully completes a season will be given a certificate of participation or will be granted a GCHS letter award for competing in particular sports. A chenille letter "G" will be given to each **first-time** letter winner. Special patches may be given for conference championships, regional or sub-state championships and state championships. Each head coach/sponsor in that sport/activity establishes lettering guidelines with the approval of the Athletic/Activities Director.

AWARDS BANQUETS:

Award banquets are the culminating activity of each season. It is the responsibility of the head coach/sponsor of each sport or activity to organize the awards event.

MOST OUTSTANDING SENIOR ATHLETE:

An outstanding senior boy and girl athlete will be recognized in the spring of each school year. The following criteria must be met in order to qualify for the recognition. The Athletic Director will prepare a ballot with those students who qualify and each head coach will be given the opportunity to vote for his/her choice(s) for the award. Criteria for the award will be as follows: athletes must have lettered in two sports their senior year and participated in the sport for a minimum of two years. If the criteria cannot be met by a boy or girl athlete, coaches will vote to determine which one sport athlete will be the recipient.

OVERNIGHT OUT-OF-TOWN TRIP POLICY:

It is the intent of the administration of Garden City High School and the coaches/sponsors to provide an environment during overnight out-of-town trips consistent with the expectations set for students during the normal school day. Coaches/sponsors act "en loco parentis" while on trips with students and must therefore, make decisions based on their best judgment regarding the general well-being of students in their charge. With this goal in mind, the overnight out-of-town policy has been adopted and will apply to any student who participates in a GCHS sponsored overnight out-of-town activity.

Minor Violations – A violation of the student discipline code not requiring an in-school or out-of-school suspension

Examples of **minor** violations may include but are not limited to:

- Curfew violation
- Inappropriate language

Major Violation – A violation of the student discipline code that would require an in-school or out-of-school suspension

Examples of **major** violations may include but are not limited to:

- Inappropriate sexual conduct
- Possession or consumption of tobacco, alcohol or illegal drugs by anyone in the student's room
- Any minor violation the sponsor determines substantially disrupted or compromised the safety of the overnight out-of-town trip experience

Activity sponsors will establish codes of conduct for their individual activity trips. Additionally, all existing USD 457 BOE discipline regulations will be enforced. Students violating rules set forth by the sponsor will face the following consequences:

FIRST MINOR VIOLATION:

The sponsor involved, in conjunction with the activity director, will determine whether this discipline infraction qualifies as a major or minor violation. Should the sponsor determine the violation minor, the sponsor will use his/her judgment as the discipline to be invoked. The maximum penalty will be permanent suspension from the activity. Should the sponsor determine the violation is major, the level of discipline starts at step two. The sponsor involved or a principal will complete a Skyward discipline referral on the student. Information recorded will include: Date of incident, any pertinent information that may apply, and the discipline invoked. Sponsors of other activities will refer to this card to determine whether they will allow the student to attend

overnight out-of-town trips. The activity director will approve the discipline and will inform the principal and parents of the incident and the discipline invoked.

SECOND MINOR VIOLATION OR FIRST MAJOR VIOLATION:
At the minimum, the student will not be allowed to attend any overnight out-of-town trips for this activity for the remainder of the year. The sponsor will be strongly urged to not allow the student to attend any overnight out-of-town activities in future years as well. The maximum penalty will be permanent suspension from the team or group. Determination of the discipline to be invoked will be made in conjunction with the Activity Director. Other activity sponsors will be notified of the action taken concerning the student and will be urged by the activity director to follow the same course of action. Other sponsors will decide whether they wish to allow the student to attend overnight out-of-town trips for the activity they sponsor.

THIRD MINOR VIOLATION OR SECOND MAJOR VIOLATION:
All violations counted for this step are cumulated for all activities the student participates in. The student will be banned from all overnight out-of-town activities sponsored by USD 457 for the remainder of their high school career. The Athletic Director will notify all activity sponsors as well as principal students and parents.

OUT-OF-TOWN TRIP APPROVAL GUIDELINES:
Guidelines for Trip Approval

1. KSHSAA Sanctioned Events
2. NASSP Approved Contest
3. Member of a State or National Board

If the out of state trip over 500 miles does not fall under one of these categories we will evaluate them for the following:

1. 1 grade level = every year
2. 2 grade levels = every 2 years
3. 3 grade levels = every 3 years
4. All grade levels = every 4 years

UNDERSTANDING OF LIABILITY:
We are excited to offer your child the opportunity to participate in Activities and Athletics at USD 547. However, before your child can participate, please understand.

Please read the following carefully:

1. I understand that participation in activities and athletics involves inherent risks, including but not limited to physical injury or harm and that my child's participation in this activity is voluntary.
2. I hereby release USD 457, its employees, and volunteers from any and all claims, actions, damages, or liabilities arising out of my child's participation in USD 457 activities and athletics, including but not limited to any injuries sustained by my child during the course of the activity.

3. I agree to indemnify and hold harmless USD 457, its employees, agents, and volunteers from any and all claims, actions, damages, or liabilities arising out of my child's participation in USD 457 activities and athletics, including but not limited to any injuries sustained by my child during the course of the activity.
4. I understand that any medical treatment provided to my child during their participation in USD 457 activities and athletics will be at my own expense. I agree to be financially responsible for any costs associated with any injury sustained by my child during the course of the activity.
5. I acknowledge that I have read and understood this waiver form in its entirety and that I voluntarily sign it without any inducement or assurance of any nature. ***Last Edited | 08-28-2024 | Matt Bayer***

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Casey Wise | Director of Technology
DATE: July 3, 2025
RE: Accept Bid for iPad Sale

ISSUE:

Accept bid for the sale of iPads to a third party vendor.

BACKGROUND:

At the end of our 4-year cycle, we sell iPads to students & staff. Any that are left, we sell to a third-party vendor.

ALTERNATIVES:

NA

RECOMMENDATION:

After a bidding process, we received the following two bids (full bid documents attached) and request accepting the bid from Second Life Mac for a total of $59,300.00.

Item	Quantity	TechCycle Solutions	Second Life Mac
6th Gen	11	$385.00	$1400.00
6th Gen Damaged	24	$300.00	
7th Gen	207	$9418.50	$13695.00
7th Gen Damaged	42	$7350.00	
8th Gen	523	$30857.00	$43800.00
8th Gen Damaged	61	$1281.00	
9th Gen Damaged	9	$225.00	$405.00
Total		**$43,201.50**	**$59,300.00**

FISCAL NOTE:

Money received for resale of these iPads is used for repairs and licensing for current devices in our inventory.

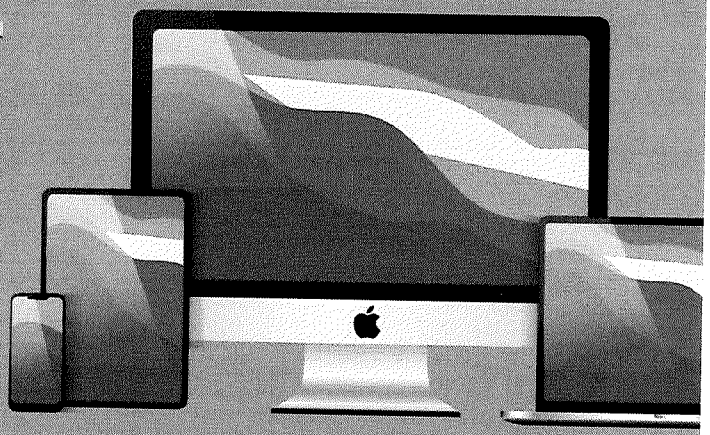
ATTACHMENTS:

SecondLifeMac



BUYBACK PROPOSAL

Solution for your School's Apple Devices



BID FORM

☐ BIDDER IS AN INDIVIDUAL-

Name of Individual: _____
Name of Business: _____
Mailing Address: _____
Business Phone No.: _____
Business Fax No.: _____

☐ BIDDER IS A PARTNERSHIP-

Name of Partnership: _____
Names of Principal Partners: _____
Mailing Address: _____
Business Phone No.: _____
Business Fax No.: _____
The full names of all partners: _____

☑ BIDDER IS A CORPORATION-

Full Corporation Name: Second Life Mac
State of Incorporation: IL
Mailing Address: 7603 New Cross Point Road
Business Phone No.: 614-266-2505
Business Fax No.: _____
Name & Address of Resident Agent: _____

BID FORM

By signing this bid form, the vendor certifies the pricing being offered meets or exceeds all requirements and conditions of the bid, special provisions and specifications. In compliance with the above and subject to all the conditions hereof, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item.

~~The undersigned certifies that no Federal, State, County or Municipal tax is included in the quoted prices and that none will be added. Public schools are EXEMPT. Exemption certificates will be provided upon request.~~

Pricing *(Unit Cost Including All Options and Less any Applicable Incentives)*

Vendor Name: Second Life Mac

iPad Purchase Total Offer $59,300

Time for collection of devices (calendar days):

WE HEARBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

Signature: [signature]

Date: 6/9/25

Printed Name: Eric Lowell

Title: Director of Procurement

Email: eric@secondlifemac.com

~~Addenda to Bid (Y/N) ____~~

~~The undersigned bidder does, by their signature below, agree that they received the addenda; that they understand the content of the addenda and shall comply with all of the conditions of the addenda specified.~~

Bidders Signature: [signature] Date 6/9/25

SecondLifeMac

Buyback Quote

Number: 00009307
Date: 6/9/25
Signature due by: 7/8/25
Receive products by: 7/31/25

CASEY WISE
Garden City Unified School District 457
Technology
1205 Fleming St
Garden City, Kansas 67846
United States
cwise@gckschools.com
6208057103

Eric Lawell
Second Life Mac
7603 New Gross Point Road
Skokie, Illinois 60077
United States
ericl@secondlifemac.com
(614) 266-2505

Confidentiality

This Purchase and Sale Agreement (this "Agreement") and the information contained is strictly confidential and may not be shared or distributed to any third party, in whole or part, without Second Life Mac's express written permission. Upon mutual execution of this Agreement, Customer hereby agrees to sell and Second Life Mac hereby agrees to purchase the equipment listed below in accordance with the terms and conditions of this Agreement.

Product	Quantity	Quoted Price	Total Price
iPad 6th Gen 9.7" 32GB (2018)	35	$40.00	$1,400.00
iPad 7th Gen 10.2" 32GB (2019)	249	$55.00	$13,695.00
iPad 8th Gen 10.2" 32GB (2020)	584	$75.00	$43,800.00
iPad 9th Gen 10.2" 64GB (2021)	9	$45.00	$405.00

Total Quoted Price	$59,300.00
Total Value of Deductions Waived	$4,385.00

Guarantee

~~All units quoted with Grade A prices. Grade B = 85%. Grade C = 70%. Grade D = 50%. Grade F = 5%.~~

This quote is guaranteed until 7/31/25 when signed on or before 7/8/25.
All products must be received on or before 7/31/25.

Total Price reflects a lump-sum offer to purchase based on the quoted quantity. If the actual number of devices received is different than the quoted quantity, the Total Price will be recalculated.

Pick-Up and Shipping

Second Life Mac offers a full-service on-site solution that provides convenience and security. All logistics and material handling responsibilities are completed by a dedicated team of full-time employees of Second Life Mac and coordinated by a dedicated Project Manager. Our Project Manager will collect the requirements for each site location(s) and present a comprehensive plan. Full-service includes our custom packaging, zero-touch packing, and loading. Finally, all of the assets are transported directly from the point(s) of origin directly to our secure 42,000 sq. ft. facility in Skokie, IL. This solution is provided at no additional cost.

SecondLifeMac

Buyback Quote

Number: 00009307
Date: 6/9/25
Signature due by: 7/8/25
Receive products by: 7/31/25

Deductions

All products must be unlocked upon receipt or payment will be delayed.
Any devices still locked 30 days after notification will remain locked, incur a $5 processing fee per device, and be valued at $0.

WAIVED - Case and asset tag removal - $5 / product

Factory engraving removal - $10 / product

iPhone / iPad OEM charging cable replacement for missing, damaged, or failure - $4 / product

iPhone / iPad OEM power adapter replacement for missing, damaged, or failure - $5 / product

Mac desktop OEM keyboard or mouse replacement for missing, damaged, or failure - $25 / product

Mac desktop OEM power cable replacement for missing, damaged, or failure - $15 / product

Mac laptop OEM power adapter replacement for missing, damaged, or failure - $30 / product

Terms

Except as otherwise herein provided, Second Life Mac makes no representations or warranties of any kind, and Customer hereby waives any right to any other express or implied representations or warranties of any kind relating to the transactions contemplated by this Agreement.

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and shall modify and supersede any prior agreement or discussion relating to such subject matter. This Agreement and the parties' rights and obligations hereunder may not be assigned without the prior written consent of the other party hereto. This Agreement may not be amended or supplemented other than by means of a written instrument duly executed and delivered by each of the parties hereto. This Agreement may be executed in multiple counterparts. Facsimile or .pdf copies of the signature page hereof shall be deemed originals and shall be binding for all purposes.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois. All claims or proceedings arising out of or related to this Agreement shall be litigated in courts located within Chicago, Illinois, and both parties hereby consent and submit to the jurisdiction of any local, state or federal court located in Chicago, Illinois. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

In the event of any suit or other proceeding between the parties related to this Agreement or any rights or obligations hereunder, the substantially non-prevailing party shall pay the substantially prevailing party's reasonable legal fees and expenses, in addition to such other damages as may be awarded.

By signing below, you have reviewed and accepted the above quote submitted by Second Life Mac for the purchase of the listed equipment and acknowledge that they will form part of and be incorporated into this agreement through its completion. Ownership of devices transfers to Second Life Mac once devices shipped or are picked up by Second Life Mac personnel.

Garden City Unified School District 457

Signature: _____

Name: _____

My Fav Electronics, Inc. d/b/a Second Life Mac

Signature: _____

Name: _____

SecondLifeMac

Buyback Quote

Number: 00009307
Date: 6/9/25
Signature due by: 7/8/25
Receive products by: 7/31/25

Date: _____ Date: _____

Additional Terms & Conditions

Device Ownership and Condition
The client ("Client") named on the quote attached hereto (the "Quote") represents and warrants to My Fav Electronics, Inc. d/b/a Second Life Mac ("SLM") that it has legal title to the devices, free from any liens or encumbrances. Client also represents and warrants that the devices are in the condition described in the Quote and these Terms and Conditions (together, this "Agreement"), including any noted defects, and that Client has all necessary corporate authority to enter into this Agreement. Upon receipt by SLM at its designated facility, ownership of the devices transfers from Client to SLM. Once ownership has transferred, Client forfeits the right to selectively request the return of any of the devices.

SLM Quote
SLM is committed to providing a seamless and transparent buyback process. Our quotes are designed to offer maximum value while ensuring a quick and efficient transaction. This agreement is valid only if signed by both parties prior to the Signature Due Date. Products must be available for SLM pickup by the "Receive products by" date. If Client cannot meet this deadline, SLM may cancel this contract and provide a revised quote reflecting current market rates.
a. SLM will purchase used Apple and other devices (the "Devices") from Client as outlined in the Quote. Quotes are valid for 30 days from the date listed.
b. The Quote is based on information provided by Client, assuming Devices are in the discussed condition per our grading scale. After evaluation, we'll provide a Proof of Erasure Report (the "Report") with any necessary adjustments.
c. Devices must reach SLM by the pickup/mail-in expiration date, or the Quote may be invalidated and pricing altered at SLM's discretion.
d. Quoted prices assume Devices match specified models and contain all OEM components. SLM may adjust pricing if received devices differ or contain non-OEM parts.
e. SLM may alter pricing due to market changes or if the devices don't meet quoted expectations.

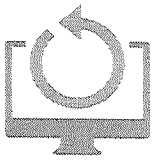
Pickup/Mail-in
a. The transfer of ownership and risk occurs when the Devices are loaded onto SLM's carrier for pickup, or when our SLM team collects them. To maintain the integrity of our process and ensure data security, devices cannot be returned once ownership has transferred.
b. In some cases, SLM offers comprehensive packaging and palletizing services at your facility, making the process as convenient as possible for you.

Pricing and Payment
The price for each device is listed in the Quote, based on its model, condition, and market value as determined by SLM. Payment will be made to Client within 90 days after SLM's receipt and verification of the devices, subject to the terms herein. SLM may adjust the final payment if devices do not match the described condition or are missing or damaged. If client sends device models to SLM that are not listed on the quote, SLM will assign a fair market value as determined by evaluated grade by SLM.

Lump Sum Quotation and Adjustments
SLM strives to provide accurate quotes based on the information provided by the Client. However, we recognize that discrepancies may occur, particularly regarding F Grade devices. To ensure fairness and transparency:
a. The lump sum quotation is calculated based on the quantity of F Grade devices and other information supplied by the Client.
b. If the actual quantity or condition of devices in the purchased lot differs materially from what the Client represented, SLM reserves the right to adjust the final payment.
c. This adjustment may involve recouping any difference between the original quoted amount and the amount determined through SLM's final audit of the purchased lot.
d. Any amount to be recouped shall be due and payable upon SLM's notice to the Client.
We encourage Clients to provide as accurate information as possible during the initial quotation process to avoid significant adjustments.

Locked Devices
SLM aims to maximize device value while protecting your data. For efficient processing and prompt payment, we strongly advise unlocking all devices before shipment. Client must remove devices from MDM, asset management systems, security systems, loss prevention software, and Apple School/Business Manager accounts. Devices still locked after 30 days of notification will remain locked, incur a $5 processing fee per device, and be valued at $0.

Locks Bonus
To incentivize the unlocking of devices prior to shipment, SLM offers a $1 per device bonus when 90% or more of the devices in an order are



SecondLifeMac

Buyback Quote

Number: 00009307
Date: 6/9/25
Signature due by: 7/8/25
Receive products by: 7/31/25

unlocked upon receipt. This bonus applies only to the unlocked devices in the order and will be applied to the final payment. For example, if an order contains 100 devices and 90 are unlocked (meeting the 90% threshold), the $1 bonus will be paid on the 90 unlocked devices only.

Mac Firmware Passcode*
a. For devices with Firmware Passcodes, Client must provide the passcode within 48 hours for SLM removal.
b. Devices with enabled Firmware Passwords at processing will incur a $5.00 fee per device, deducted from the quote price.
c. If over 50% of the order has Firmware issues, a $5.00 charge applies to each device in the entire order.
d. Unresolved Firmware Passcodes result in non-payment for the device.

*If Client chooses to have locked devices returned, SLM at their own discretion will offer to return said devices to Client for the cost of shipping plus a fee of $12 per device for iPads, iPhones, Apple Watches, and Apple TVs and a fee of $22 per device for MacBooks and Desktops (including pros, minis, and iMacs).

Late Delivery of Devices
The pricing set forth in the Quote is contingent upon SLM receiving the devices by the delivery date specified therein. Device values depreciate over time according to market conditions. Any delivery delayed beyond the agreed-upon date may result in pricing adjustments to reflect current market values at the time of receipt.

For late deliveries, the following adjustments will apply:

a. 0-14 Days past due: No impact (grace period).
b. 15-30 Days past due: 5% reduction in quoted device values.
c. 31 Days past due: 10% reduction in quoted device values.
d. 32+ Days past due: 10% reduction, plus an additional 0.333% reduction per day for each day beyond 31 days.

Clients should provide realistic delivery timeframes and notify SLM promptly of any anticipated delays. SLM is not obligated to honor originally quoted prices for late deliveries.

Contract Obligations and Device Purchase Window
Once signed, this agreement remains valid for SLM to purchase the specified devices within 12 months from the signature date. Client remains contractually obligated to work with SLM for the purchase of these devices, even if the original pickup deadline has passed. Pricing may be adjusted based on the actual pickup date in accordance with the Late Delivery of Devices terms. Client may not sell or transfer the specified devices to third parties during this period without SLM's written consent.

R2 Destruction
SLM requires written notification prior to device arrival for any Client requesting R2-certified destruction services. An additional fee will be applied for R2 destruction and deducted from the final payout amount. SLM will not accommodate R2 destruction requests made after devices have been received at our facility or requests not submitted in writing. All R2 destruction requirements must be specified in the initial quote to ensure proper handling and processing.

Data Destruction
SLM will make reasonable attempts to erase all data on the electronic storage media contained within each device. Devices must be able to be powered on and provide access to the storage media for SLM to complete this process. For Devices that are non-functional and cannot be erased, SLM offers the following options:

1. eRecycling devices (which involves no data erasure) at no charge to Client. If Client does not specify a disposal method, SLM will eRecycle non-functional devices and they will be physically destroyed.
2. R2-certified processing center will be used for non-functional devices where the storage media on these devices will be physically destroyed. This service is offered with a fee of $12 per device for iPads, iPhones, Apple Watches, and Apple TVs and a fee of $22 per device for MacBooks and Desktops (including pros, minis, and iMacs).

Device Eligibility
SLM typically accepts a wide range of Apple devices for buyback. However, it's important to note that devices of a certain age may have no monetary value in our buyback program. If we receive devices that fall into this category or otherwise have no buyback value, we reserve the right to charge a processing and recycling fee. This fee, if applicable, will be deducted from the total payment for other eligible devices in the shipment. To avoid unexpected fees or deductions, we advise clients to accurately report the age and condition of all devices prior to shipment.

Data Security and Liability
SLM prioritizes data security and will erase data using industry-standard methods, compliant with the standards of the National Institute of Standards and Technology. Client is solely responsible for backing up any necessary data before providing devices to SLM, as SLM cannot be held liable for any unintended data loss or damage during the erasure process.

SecondLifeMac

Buyback Quote

Number: 00009307
Date: 6/9/25
Signature due by: 7/8/25
Receive products by: 7/31/25

Non-Apple Engraving
SLM recognizes that devices may bear custom markings or engravings. However, undisclosed alterations may affect device value. This includes, but is not limited to, institutional logos, asset tags, or personalized engravings. A-D grade devices receive 25% of their quoted Grade A value; F-grade devices maintain the 5% non-functional payout.

Accessory Deductions
Accessories must be Apple OEM in working condition and good cosmetic condition. Client will be charged for accessories that are missing, non-Apple, non-working, or in poor cosmetic condition. See Deductions above for specific accessory charges.

Client Representations and Warranties
By agreeing to these Terms, Client represents and warrants to SLM as follows:
a. Client has full power and authority to own and sell the Devices as set forth in the Quote as well as at time of pick-up or mail-in service, released by signature authorization. Client has good and marketable title to the Devices and title to all of the Devices will be transferred to SLM, free and clear of all liens and encumbrances.
b. Agreement to these Terms and the consummation of the transactions contemplated hereunder and any Quote have been and will be duly authorized and the individual signing below or otherwise agreeing to these Terms has full right, power, authority and capacity to enter into these Terms and to any Quote, whether prior to the date hereof or hereafter. Consummation of the transaction contemplated by these Terms or any Quote will not result in the breach of any term or provision of any agreement, contract, financing arrangement, lease or other agreement to which Client is a party, except to the extent that any such breach would not have a material adverse effect.
c. There are no contracts of any kind relating to the management, leasing, licensing, operation, maintenance or repair of the Devices.
d. To Client's knowledge, there are and will be no material violations of any federal, state, county or municipal statutes, laws, codes, ordinances, rules, regulations, orders, decrees and directives, relating to the Devices.
e. There is no claim, litigation, proceeding or governmental investigation pending or, to the best knowledge of Client, threatened against or relating to the Devices or against Client which affects its ownership of the Devices.
f. No person has any right of first refusal or any option to acquire title to the Devices.

Disclaimer of Warranties
Any services provided by SLM hereunder or pursuant to any quote are provided "as is" without representation, warranty or condition of any kind, either express or implied. This includes, but is not limited to, implied warranties of merchantability or fitness for a particular purpose. While we strive for excellence, SLM does not warrant that our services will meet all client requirements. Some jurisdictions do not allow limitations on implied warranties, so these limitations may not apply in all cases. Clients may have additional rights that vary by location.

Limitation of Liability
In no event will SLM, its affiliates, or their respective directors, officers, employees, shareholders, partners, or agents be liable for any incidental, indirect, punitive, exemplary, consequential or other similar damages. This includes, but is not limited to, damages for loss of profits, business interruption, or loss of information, whether arising from or related to these terms or services, regardless of the basis of the claim. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so these limitations may not apply in all cases.

Compliance
SLM reserves the right to take steps SLM believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms (including but not limited to SLM's right to cooperate with any legal process relating to Client or the Devices). Client acknowledges and agrees that SLM has the right, without liability to Client, to disclose any registration data and/or account information to law enforcement authorities, government officials, and/or third parties, if, in SLM's reasonable discretion, it believes it is necessary to comply with any law, rule, or regulation, or with these Terms.

Indemnification
Client will indemnify, defend and hold harmless SLM and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under these Terms and the costs of pursuing any insurance providers, incurred by Indemnified Party/awarded against Indemnified Party, relating to/arising out of or resulting from any claim of a third party or Client or arising out of or occurring in connection with Client's obligations under these Terms or arising out of a breach of the representations and warranties made by it herein. Client will not enter into any settlement without SLM's or Indemnified Party's prior written consent.

Entire Agreement
These Terms, including and together with any related exhibits, schedules, attachments, appendices, and Quotes, constitute the sole and entire agreement of Client and SLM with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

SecondLifeMac

Buyback Quote

Number: 00009307
Date: 6/9/25
Signature due by: 7/8/25
Receive products by: 7/31/25

Survival
Subject to the limitations and other provisions of these Terms, the representations and warranties of the Client contained herein shall survive the expiration or earlier termination of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive indefinitely.

Severability
If any term or provision of these Terms is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

Waiver
No waiver by SLM of any of these Terms shall be effective unless explicitly set forth in writing and signed by SLM. Except as otherwise set forth herein, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from these Terms shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Cumulative Remedies
All rights and remedies provided in hereunder are cumulative and not exclusive, and the exercise by SLM of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

Successors and Assigns
This Agreement is binding on and inures to the benefit of the parties to these Terms and their respective permitted successors and permitted assigns.

No Third-Party Beneficiaries
This Agreement benefits solely the parties to these Terms and their respective permitted successors and assigns and nothing herein, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

Choice of Law; Venue
These Terms, including all exhibits, schedules, attachments and appendices attached hereto, and all Quotes and other matters arising out of or relating to these Terms, are governed by, and construed in accordance with, the laws of the State of Illinois. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the state or Federal courts located in Chicago, Illinois.

On-Site Photography
To maintain accurate records of the buyback process and better our training, SLM may conduct on-site photography of devices and relevant property during pickup or assessment. These photographs will exclude any individuals, including Client's team members or students. The images will be used solely for internal documentation, quality control, and resolution of potential discrepancies in device condition or quantity. Clients may request copies of these photographs for their records.

Costs of Collection
In the event of any action between the parties seeking enforcement of any of the terms and conditions set forth herein or a Quote(s), the prevailing party in such action will be awarded, in addition to damages, or injunctive or other relief, its reasonable costs and expenses, including but not limited to, costs and reasonable attorney's fees.

Second Life Mac

Your Trusted Partner in Empowering Classrooms Through Apple Buyback

The Challenge of Outdated Technology

Schools face a constant struggle. Outdated Apple devices can hinder learning, limit student engagement, and strain already stretched budgets. Replacing these devices can be a stressful and time-consuming process, diverting valuable resources from other core educational initiatives.

Second Life Mac: A Partnership for Success

At Second Life Mac, we understand the unique challenges faced by schools. We're more than just a buyback company. We're a passionate team of educators and Apple enthusiasts dedicated to becoming your trusted partner in creating inspiring learning environments.

Why Choose Second Life Mac?



Seamless Apple Refresh and Budget Boosters

We take the complexity out of upgrading your technology. Our program offers effortless device buyback of your old devices, maximized value to boost your budget, and a streamlined process that minimizes disruption. Let us handle the logistics while you focus on what matters most – your students.

Expert Support

Our team doesn't just buy your devices. We're here to answer your questions, recommend the perfect Apple devices for your specific needs and learning goals, and provide ongoing support to ensure your technology continues to empower learning for years to come.

Shared Passion for Education

We believe in the transformative power of technology in education. By partnering with Second Life Mac, you gain a partner who understands your vision and is invested in your success. We're committed to helping you bridge the technology gap and unlock the full potential of your classrooms.

Measurable Results

Second Life Mac has a proven track record of delivering successful Apple buyback programs. Our program frees up valuable time for educators, maximizes the value of your existing devices, and empowers teachers to leverage Apple technology effectively in their classrooms.

We invite you to explore how Second Life Mac can become your trusted partner in creating a future-proofed learning environment for your students.

Your Data Security is Our Priority
Second Life Mac's Data Erasure Advantage

At Second Life Mac, your school's data security is never a question. We understand the critical nature of protecting sensitive information, which is why we've implemented the industry's most rigorous data erasure process.

Unparalleled Standards

- **Multi-Software Approach:** We leverage a combination of industry-leading data erasure software, including Blancco Technology, WipeOS, and Blackbelt. These solutions are trusted by governments and corporations worldwide, meeting the strictest data privacy regulations (DoD 5220.22-M, NIST 800-88, and NISD) for complete erasure confidence.
- **Multi-Layered Security:** Every step of the process prioritizes security. Authorized personnel handle devices in a secure, monitored facility protected by 24/7 surveillance and alarm system.

01 Guaranteed Data Security

In the event that a device is locked, damaged, or otherwise inaccessible, preventing us from erasing the data at our facility, we ensure your data's security through responsible destruction or recycling by our R2V3 certified partners. Please note that this may incur an additional fee.

02 Commitment to Responsible Recycling

We uphold the highest standards of environmental responsibility by partnering with certified recyclers.

03 Your Confidence is Our Guarantee

At Second Life Mac, we are committed to protecting your data and ensuring its secure disposal throughout the entire process.

Complete Peace of Mind

Second Life Mac goes beyond industry standards to deliver unparalleled data erasure practices. Trust us to handle your device refresh with complete confidence, knowing your school's information is always in secure hands.

Simplifying the Process
Your Dedicated Client Success Team

Ensuring a smooth refresh process is our top priority at Second Life Mac. That's why we offer a dedicated Client Success Team to be your guide throughout the entire experience.

Each audit is assigned a dedicated Client Success Representative. This ensures consistent communication and a deep understanding of your specific needs during your device processing.

Here's how our Client Success Team can help:

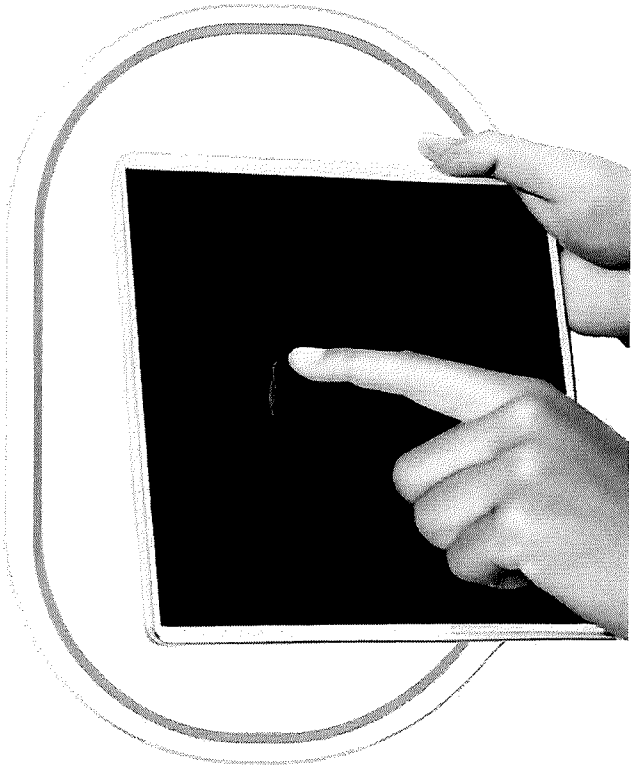
Kickoff Meeting
We'll get you started with a clear timeline, terms, and a plan tailored to your needs.

Unlocking Help
We'll guide you through unlocking your devices, providing resources and support.

Transparent Results
We'll walk you through your detailed audit report, explaining device condition and payout breakdown.

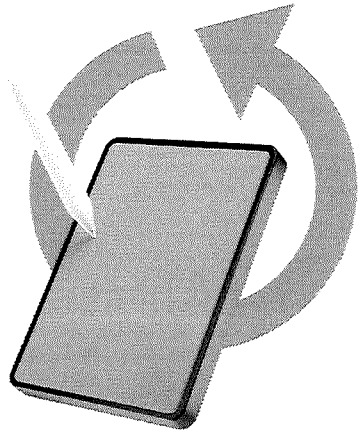
Dedicated Support
Your personal coordinator will handle all the logistics and answer any questions you have along the way.

Payment Clarity
We're here to answer any questions you have about your final payment.

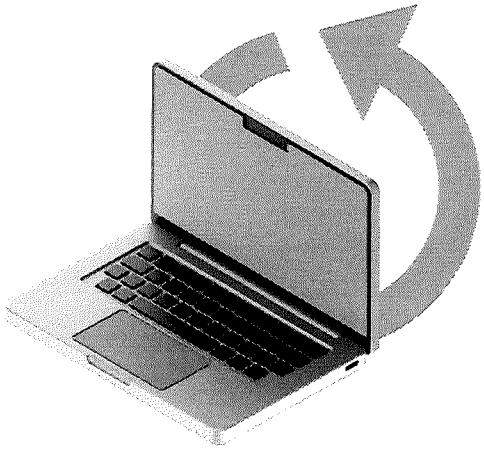


Our Client Success Team is passionate about simplifying the device refresh process. They are committed to providing exceptional support, clear communication, and a helping hand whenever you need it.

With our Client Success Team by your side, you can experience a stress-free and transparent device refresh.



iPADS



iMACS & MACBOOKS

	iPADS	iMACS & MACBOOKS
A	New in plastic wrapping or Like New condition. No blemishes.	New in plastic wrapping or Like New condition. No blemishes.
B	Light signs of wear including 1 or 2 minor blemishes on exterior of device. LCD has no white spots.	Light signs of wear including 1 or 2 minor blemishes on exterior of device. Screen is free of pressure marks, LCD has no white spots.
C	Normal signs of wear including usual scratching on back of device and around all ports. Corners may have light dings and screen may have scratching (no deep scratches). LCD will not have any noticeable white spots.	Normal signs of wear on exterior of device and around ports. Corners may have light dings and screen may have scratching (no deep scratches). LCD will not have noticeable white spots, may have light pressure marks on screen.
D	Heavy signs of wear including heavy scratching on the exterior of the device, dings on up to 4 comers, and deep scratches on the screen. Screen may be slightly lifted.	Heavy signs of wear including excessively bent corners, scratches/dents on the exterior and possible deep scratches/pressure marks on the screen. LCD may have white spots/dead pixels.
F	Has a functional defect and/or extreme cosmetic damage including bent cases. Defective components include: Screen, LCD, Volume Buttons, Microphone, Speaker, Power/Home Buttons, Headphone Jack, Battery, Wi-Fi Cable, Camera, Charging Port. Condition will vary.	Has a functional defect and/or extreme cosmetic damage including bent cases. Defective components include: Screen, LCD, Headphone Jack, Ports, Trackpad, Battery, Logic Board, Hard Drive, Camera, Speaker, Keyboards/ Missing Keys, Wi-Fi Cable. Condition will vary.

Locked Device Policy
Faster Payments, Enhanced Security

At Second Life Mac, we're committed to both maximizing the value of your devices and ensuring the complete security of your data. That's why we've implemented an updated device policy taking effect on June 15, 2024, which clarifies the handling of locked devices. But this policy isn't just about security – it's about getting you paid faster.

Here's how unlocking your devices saves you time and gets your payment moving:

- **Unlocking Your Devices:** Unlocking your devices upfront allows us to streamline the processing for your device adoption. This not only minimizes delays and gets you your payment quicker, but also ensures all data is securely wiped using industry-standard methods to protect your privacy.
- **Reduced Confusion and Delays:** By avoiding the need to contact you about locked devices, we can focus on finalizing your device adoption and getting funds in your hands.

Simple Process, Secure Outcome

We understand that unforeseen circumstances may arise. However, for data security and responsible device management, any device remaining locked after 30 days from our initial notification will not be eligible for device adoption value.

Our Client Success team is still here to help, and provide resources and contacts to make the unlocking process as easy as possible.

Data Wiping and Responsible Disposal

Your devices will be turned over to an R2 certified e-recycler who will securely data wipe and dispose of the device at a nominal cost that you will be responsible to cover.

Device Return

If you prefer any of these locked device returned, you'll be responsible for the return shipping costs.

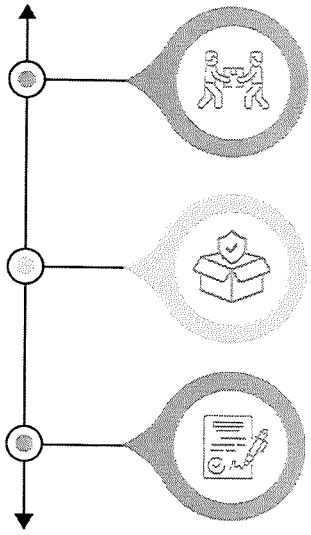
Any products locked after 30 days of written notification will receive a 100% deduction and be responsibly recycled for a $5 charge per device (deducted from final payment).

We understand this policy update might require an extra step, but it's a crucial one for ensuring the security of your data and responsible device management. Our Client Success Team is here to answer any questions and help you navigate the unlocking process seamlessly.

By working together, we can maximize your device adoption value while ensuring the highest level of data security for your school.

Device Pickup Process Made Simple For Your Apple Refresh

Second Life Mac is committed to transparency and data security throughout the entire Apple buyback process. Our rigorous audit and compliance procedures ensure accurate device tracking and adherence to the highest standards.

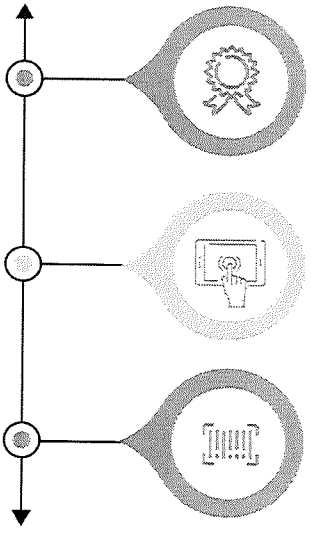


Our dedicated pickup team will collaborate with you to schedule a convenient time for device collection.

Upon arrival, our uniformed and badged team members will carefully pack your devices into secure boxes, utilizing efficient practices honed through experience.

Devices will be meticulously reviewed to ensure our on-site inventory count matches yours. This record will be presented for your signature before departure.

Comprehensive Device Audit



Once delivered to our secure Skokie, IL processing facility, your devices undergo a thorough audit by our team of full-time, badged employees.

Each device is cleaned and its condition assessed. This system ensures every device is tracked and accounted for throughout the entire process.

The device serial numbers are carefully documented and integrated with our secure inventory systems, guaranteeing complete compliance with all relevant regulations.

Streamlined Logistics Ensuring the Secure Shipment of Your Devices

A critical aspect of a successful device adoption experience is the secure and efficient transport of your devices. Second Life Mac prioritizes the safety of your equipment throughout the process, from initial pickup to arrival at our facility. Our experienced logistics team utilizes a combination of custom packaging solutions and meticulous handling procedures to minimize risk and ensure a smooth device transition.

This section details our approach to device packaging for MacBooks and iPads, highlighting the strategies employed to safeguard your technology investment.

Device Packaging

MacBooks

We utilize custom-designed boxes measuring 13x13x10 inches. Each box can accommodate up to 18 devices, individually protected by white foam sleeves. The devices are arranged in a 3x3 pattern and stacked three rows high. A final row of two devices is strategically placed in a 2x3 configuration, maximizing capacity while ensuring optimal protection. This meticulous packing method prevents device-to-device contact and minimizes the risk of damage during transport.

iPads

For iPads, we utilize boxes measuring 12x10x10 inches. The number of devices per box can vary between 18 and 26, depending on whether they are housed in cases. Uncased iPads are packed in pairs, screen-to-screen, with alternating pairs nestled within protective foam inserts. This double layer of protection safeguards the devices from scratches and potential impact damage. Similar to MacBooks, iPads are arranged in a 4x3 pattern and stacked three rows high for efficient palletization.

Please note: These packing configurations are examples and may be adjusted based on specific device models and requirements. We will work closely with you to ensure a seamless and secure device transfer.

Maximizing Device Adoption Value Avoiding Non-Apple Engravings

While engraving devices can personalize them for students, it can significantly impact their device value at Second Life Mac. Here's why we recommend avoiding both Apple and non-Apple engravings:

- **Reduced Resale Potential**
  Engravings, particularly those not done through Apple's manufacturing process (NAE – Non-Apple Engraving), can limit the resale market for your devices. Many schools and organizations prefer un-engraved devices for broader compatibility and aesthetics.
- **Potential Resurfacing Cost**
  Depending on the engraving depth and location, resurfacing a device to remove engravings can be costly and time-consuming. This cost may be deducted from your total device buyback value.
- **Transparency as Partner**
  Second Life Mac prioritizes maximizing your return on investment. By avoiding non-Apple engravings, you can ensure the highest possible device value when the time comes for your Apple tech upgrade.

Our Policy Regarding Non-Apple Engravings (Effective June 15, 2024)

Whether you are a longtime partner with us, or a first time client, we have a new policy in place regarding these devices to help maximize your return. For any devices received after June 15, 2024, with non-Apple engravings (NAE) the payout will be adjusted as follows:

- **Grades A-D: 25% of quoted value**
- **Grade F: Standard 5% payout for non-functional devices**

Alternative Solutions for Personalization

We understand the desire to personalize devices. Here are some alternative solutions that won't affect device adoption value and could even boost it:

- **Protective Cases:** Durable cases can showcase school logos or mascots while safeguarding the devices themselves.
- **Inventory Management Systems:** Implement systems to track and manage individual devices without permanent alterations.

Maximizing Value Together

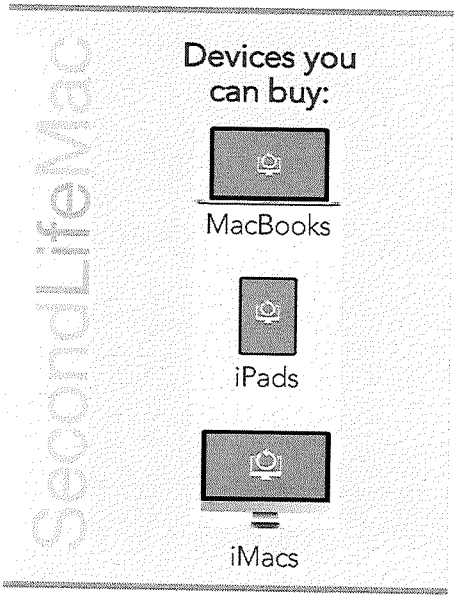
By working together, we can ensure your devices retain optimal value throughout their lifecycle, allowing you to maximize your budget for future technology needs.



Remove the hassle of managing a community sale

Our Community Purchase Program feature offers a hands-off solution for selling devices back into your community for school or personal use, all online or in person, and at a guaranteed discount.

This is a **completely FREE** option offered in every device buyback—it's simply a perk of doing business with us. As an added benefit, we give back 2% of the sales to the district or foundation of your choice.



Share in the savings

Share the discount with your *community, staff, teachers, students,* and *parents.*

Community Purchase Program process

1. Start Your Device Buyback With Us
2. We Create a Custom Discount Code
3. You Gain Access to Our eCommerce Store
4. Buy Affordable Devices at a Discount



Community Purchase Program
FAQ

Q. How long does the code last?

A. We can keep this open as long as you need. There are no limits on the number of devices that you can buy.

Q. How many devices are there to choose from?

A. There are two MacBook models, two iPad Models, and an iMac.

Contact your **SecondLifeMac** representative today or email us at:

quotes@secondlifemac.com

SecondLifeMac

BID FORM

By signing this bid form, the vendor certifies the pricing being offered meets or exceeds all requirements and conditions of the bid, special provisions and specifications. In compliance with the above and subject to all the conditions hereof, the undersigned offers and agrees to furnish all items upon which prices are quoted, at the price set opposite each item.

~~The undersigned certifies that no Federal, State, County or Municipal tax is included in the quoted prices and that none will be added. Public schools are EXEMPT. Exemption certificates will be provided upon request.~~

Pricing *(Unit Cost Including All Options and Less any Applicable Incentives)*

Vendor Name: Techcycle Solutions, LLC

iPad Purchase Total Offer $43,201.50

Time for collection of devices (calendar days):

WE HEARBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

Signature: _____

Date: 6/6/2025

Printed Name: Samantha Walker

Title: Senior Solutions Consultant

Email: swalker@techcyclesolutions.com

~~Addenda to Bid (Y/N) ____~~

~~The undersigned bidder does, by their signature below, agree that they received the addenda; that they understand the content of the addenda and shall comply with all of the conditions of the addenda specified.~~

Bidders Signature: _____ Date 6/6/2025

BID FORM

☐ BIDDER IS AN INDIVIDUAL-

Name of Individual: _____
Name of Business: _____
Mailing Address: _____
Business Phone No.: _____
Business Fax No.: _____

☐ BIDDER IS A PARTNERSHIP-

Name of Partnership: _____
Names of Principal Partners: _____
Mailing Address: _____
Business Phone No.: _____
Business Fax No.: _____
The full names of all partners: _____

☒ BIDDER IS A CORPORATION-

Full Corporation Name: Techcycle Solutions, LLC
State of Incorporation: Kansas
Mailing Address: 6864 W. 153rd St. Overland Park, Ks, 66223
Business Phone No.: 913-717-7779
Business Fax No.: N/A
Name & Address of Resident Agent: Ben Guertin
6864 W. 153rd St. Overland Park, Ks, 66223

Product Type	Description	Qty for Resale		
6th Gen iPads	32GB, WiFi Only, Model # MR7F2LL/A	11	$35.00	$385.00
6th Gen iPads	DAMAGED- 32GB, WiFi Only, Model # MR7F2LL/A	24	$12.50	$300.00
7th Gen iPads	32GB, WiFi Only, Model # MW742LL/A	207	$45.50	$9,418.50
7th Gen iPads	DAMAGED-32GB, WiFi Only, Model # MW742LL/A	42	$17.50	$735.00
8th Gen iPads	32 GB, WiFi Only, Model # MYL92LL/A	523	$59.00	$30,857.00
8th Gen iPads	DAMAGED- 32 GB, WiFi Only, Model # MYL92LL/A	61	$21.00	$1,281.00
9th Gen iPads	DAMAGED- 32GB, WiFi Only, Model # MK2Y3LL/A	9	$25.00	$225.00
				$43,201.50

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Casey Wise | Director of Technology
DATE: July 3, 2025
RE: Release of Equipment for Recycle

ISSUE:

The Technology Department has been storing outdated equipment that is no longer in use. Despite efforts to sell these items, there has been little to no interest, and attempts to resell the equipment have been unsuccessful.

BACKGROUND:

As we continue to update and replace district technology equipment, it becomes necessary to properly dispose of outdated devices. While we explore resale opportunities, when possible, the age and condition of much of the equipment often result in little to no market value. In such cases, the most efficient and responsible method of disposal is through certified electronic recycling. This ensures compliance with environmental standards and supports our commitment to responsible asset management.

ALTERNATIVES:

Options to resale the equipment have not been successful. Continued storage of the equipment is the only alternative.

RECOMMENDATION:

I am requesting approval recycle the equipment listed below, utilizing the Vendor listed.

Equipment:

Item	Quantity
Cisco Phones	~950
Cisco Access Points	~480
Network Switches	38
ASA Firewall	2
Cisco ATA	1
Infoblox Server	1
Cisco Router	20
Voice Gateway	4
Wireless controller	4
iPad/Laptop Carts	~20
SMART Boards	~50
Various Monitors, printers, scanners, faxes	

Vendor:

B&W Liquidations
Technology Asset Disposition
27850 Irma Lee Circle, Lake Forest, IL 60045
https://www.bwliquidations.com/

FISCAL NOTE:

If any value is determined, funds would be used to offset the cost of processing and expenses for pickup and disposal.

ATTACHMENTS:

MEMORANDUM

TO:	Board of Education
THRU:	Josh Guymon, Interim Superintendent
FROM:	Michelle Shull, Health Services Coordinator
DATE:	July 11, 2025
RE:	Cardiac Emergency Response Plan

ISSUE: The legislation states the Board of Education of each Kansas school district "shall adopt a comprehensive cardiac emergency response plan, including policies and procedures for cardiac emergency responses for each attendance center operated by the school district."

BACKGROUND: A Cardiac Emergency Response Plan is a written document that establishes the specific steps to reduce death from cardiac arrests.

ALTERNATIVES:

1. Approve the plan as presented.
2. Recommend revisions.

RECOMMENDATION:

To approve the plan as presented.

FISCAL NOTE:

None

ATTACHMENTS:

- Cardiac Emergency Response Plan
- Protocol for School Cardiac Emergency Responders

CARDIAC EMERGENCY RESPONSE PLAN

GARDEN CITY SCHOOL DISTRICT/USD 457

This Cardiac Emergency Response Plan is adopted by Garden City School District/USD 457 effective. This plan was reviewed and approved by the School Board for Garden City School District/USD 457 on

A cardiac emergency requires immediate action. Cardiac emergencies may arise because of a sudden cardiac arrest (SCA) or a heart attack but can have other causes. SCA occurs when the electrical impulses of the heart malfunction resulting in sudden death.

Signs of Sudden Cardiac Arrest can include one or more of the following:

- Not moving, unresponsive or unconscious, or
- Not breathing normally (i.e., may have irregular breathing, gasping or gurgling or may not be breathing at all), or
- Seizure or convulsion-like activity.

Note: Those who collapse shortly after being struck in the chest by a firm projectile/direct hit may have SCA from commotio cordis.

The Cardiac Emergency Response Plan of Garden City School District/USD 457 shall be as follows:

1. **Developing a Cardiac Emergency Response Team**
   (a) The Cardiac Emergency Response Team shall be comprised of those individuals who have a current CPR/AED certification. It will include the school nurse, coaches, and others within the school. It will also include an administrator and office staff who can call 9-1-1 and direct EMS to the location of the SCA.
   (b) Members of the Cardiac Emergency Response Team are identified in the "Cardiac Emergency Response Team" attachment, to be updated yearly and as needed to remain current. One of the members shall be designated as the Cardiac Emergency Response Team Coordinator.
   (c) All members of the Cardiac Emergency Response Team shall receive and maintain nationally recognized training, which includes certification card with an expiration date of not more than 2 years.
   (d) As many other staff as reasonably possible shall receive CPR training.

2. **Activation of Cardiac Emergency Response Team during an identified cardiac emergency.**

   (a) The members of the Cardiac Emergency Response Team shall be notified immediately when a cardiac emergency is suspected.

(b) The Protocol for responding to a cardiac emergency is described in the attached protocol.

3. **Automated external defibrillators (AEDs)-placement and maintenance**

(a) Minimum recommended number of AEDs for Garden City School District/USD 457

(1) Inside school building – The number of AEDs shall be sufficient to enable the school staff or another person to retrieve an AED and deliver it to any location within the school building, ideally within 3 minutes of being notified of a possible cardiac emergency.

(2) Outside the school building on school grounds/athletic fields – The number of AEDs, either stationary or in the possession of an on-site athletic trainer, coach, or other qualified person, shall be sufficient to enable the delivery of an AED to any location outside of the school (on school grounds) including any athletic field, ideally within 3 minutes of being notified of a possible cardiac emergency.

(3) Back-up AEDs – One or more AEDs shall be held in reserve for use as a replacement for any AED which may be out-of-service for maintenance or other issues. The back-up AED(s) should also be available for use by the school's athletic teams or other groups traveling to off-site locations.

(b) Garden City School District/USD 457 will regularly check and maintain each school owned AED in accordance with the AED's operating manual and maintain a log of the maintenance activity. The school shall designate a person responsible for verifying equipment readiness and maintaining maintenance activity.

(c) Additional resuscitation equipment: A resuscitation kit shall be connected to the AED carry case. The kit shall contain latex-free gloves, razors, scissors, towel antiseptic wipes and a CPR barrier mask.

(d) AED's shall not be locked in an office or stored in a location that is not easily and quickly accessible at all times.

(e) AED's shall be readily accessible for use in responding to a cardiac emergency, during both school-day activities and after-school activities, in accordance with this plan. Each AED shall have one set of defibrillator electrodes connected to the device and one spare set. All AED's should have clear AED signage to be easily identified. Locations of the AED's are to be listed in the "Cardiac Emergency Response Team" attachment and in the "Protocol for Posting" attachment.

4. **Communication of this plan throughout the school district**

(a) The Cardiac Emergency Response Protocol shall be posted as follows:

(1) In the cafeteria, health room, and in front school offices.

(2) Adjacent to each AED.

(3) Adjacent to each school telephone.

(4) In the gym and all other indoor locations where, athletic activities take place.

(5) At other strategic school campus locations, including outdoor physical education and athletic areas.

(6) Attached to all portable AEDs.

(b) The Cardiac Emergency Response Protocol shall be distributed to:

(1) All staff and administrators at the start of each school year, with updates distributed as made.

(2) All Health Services staff including the school nurse.

(3) All athletic directors, coaches and applicable advisors at the start of each school year and as applicable at the start of the season for each activity, with updates distributed as made.

(c) Results and recommendations from Cardiac Emergency Response Drills performed during the school year shall be communicated to all staff and administrative personnel. See paragraph 5(b) below.

(d) A copy of this Cardiac Emergency Response Plan shall be provided to any organization using the school.

5. **Training in Cardiopulmonary Resuscitation (CPR) and AED Use**

(a) Staff Training:

(1) In addition to the school nurse, a sufficient number of staff shall be trained in cardiopulmonary resuscitation (CPR) and in the use of an AED to enable Garden City School District/USD 457 to carry out this plan. Training shall be renewed at least every two years. The school shall designate the person responsible for coordinating staff training.

(2) Training shall be provided by an instructor, who may be a school staff member currently certified by a nationally recognized organization to conform to current American Heart Association guidelines for teaching CPR.

(b) Cardiac Emergency Response Drills:

Cardiac Emergency Response Drills are an essential component of this plan. All schools within Garden City School District/USD 457 will perform annually a successful Cardiac Emergency Response Drill each school year with the participation of members of the Cardiac Response Team. A successful Cardiac Emergency Response Drill is defined as full and successful completion of the drill in 5 minutes or less. Garden City School District/USD 457 shall prepare and maintain a Cardiac Emergency Response Drill report for each drill.

6. **Local Emergency Medical Services (EMS) integration with the school district's plan**

(a) Garden City School District/USD 457 shall provide a copy of this plan to Finney County EMS, police and fire departments.

(b) Garden City School District/USD 457 shall work with Finney County emergency response agencies to 1) coordinate this plan with local emergency response system and 2) to inform local emergency response system of the number and location of on-site AEDs.

7. **Annual review and evaluation of the plan**

Garden City School District/USD 457 shall conduct an annual internal review of the district's plan. The annual review should focus on ways to improve the school's response process, to include:

(a) A post event review following an event. This includes review of existing school-based documentation for any identified cardiac emergency that occurred on the school campus or at any off-campus school-sanctioned function. The school shall designate the person who will be responsible for establishing the documentation process.

PROTOCOL FOR SCHOOL CARDICA EMERGENCY RESPONDERS

GARDEN CITY SCHOOL DISTRICT/USDE 457

Sudden cardiac arrest events can vary greatly. Faculty, staff and Cardiac Response Team (CERT) members must be prepared to perform the duties outlined below. Immediate action is crucial to successfully respond to a cardiac emergency. Follow these steps in responding to a suspected cardiac emergency:

(a) Recognize the following signs of sudden cardiac arrest and take action in the event of the following:

- The person is not moving, or is unresponsive, or appears to be unconscious.
- The person is not breathing normally (has irregular breaths, gasping or gurgling, or is not breathing at all).
- The person appears to be having a seizure or is experiencing convulsion-like activity. (Cardiac arrest victims commonly appear to be having convulsions).
- *Note:* If the person received a blunt blow to the chest, this could cause cardiac arrest, a condition called commotio cordis. The person may have signs of cardiac arrest described above and is treated the same.

(b) Facilitate immediate access to professional medical help:

- Teacher/staff calls 911 and alerts nurse of emergency (if nurse not available then alert back up staff). If cardiac arrest is suspected, tell the nurse to bring the AED.
- Teacher/nurse/staff alerts front office to announce alert: "Code (HEART)-room number" (give exact location). All CERT members should go immediately to that location.

(c) Start CPR:

- Begin continuous chest compressions and have someone retrieve the AED if not already on the scene.
- Here's how:
  - ° Press hard and fast in the center of chest. Goal is 100 compressions per minute.

° Use 2 hands: The heel of one hand and the other hand on top (or one hand for children under 8 years old), pushing to a depth of 2 inches (or 1/3 rd the depth of the chest for children under 8 years.

° Follow the 911 dispatcher's instructions, if provided.

(d) Use the nearest AED:

• When the AED is brought to the patient's side, press the power-on button, and attach the pads to the patient as shown in the diagram on the pads. Then follow the AED's audio and visual instructions. If the person needs to be shocked to restore a normal heart rhythm, the AED will deliver one or shocks.

° *Note:* The AED will only deliver shocks if needed; if no shock is needed, no shock will be delivered.

• Continue CPR until the patient is responsive or a professional responder arrives and takes over.

(e) Transition care to EMS:

• Transition care to EMS upon arrival so that they can provide advanced life support.

(f) Action to be taken by Office/Administrative staff:

• Confirm the exact location and condition of the patient.

• Activate the Cardiac Emergency Response Team and give the exact location if not already done.

• Confirm that 911 was called. If not, call 911 immediately.

• Assign a staff member to direct EMS to the scene.

• Perform "crowd control" - directing others away from the scene.

• Notify other staff: school nurse, athletic trainer, athletic director, etc.

• Ensure that medical coverage continues to be provided at the athletic event if on-site medical staff accompanies the victim to the hospital.

• Consider delaying class dismissal, recess, or other changes to facilitate CPR and EMS functions.

• Designate people to cover the duties of the CPR responders.

• Copy the patient's emergency information for EMS.

- Notify the patient’s emergency contact (parent/guardian, spouse, etc.).
- Notify staff and students when to return to the normal schedule.
- Contact school district administration
- Complete post event documentation and send it to the Health Service Coordinator.

Building Location Information

School name and Address_____

School emergency Phone #_____

AED Location_____
_____

AED Location_____
_____

AED Location_____
_____

AED Location_____
_____

AED Location_____
_____

MEMORANDUM

TO: Board of Education
THRU: **Josh Guymon**
FROM: **Gina Galpin, Director of Special Education**
DATE: **06/30/2025**
RE: **TNTP Grant**

ISSUE:

The Board of Education is asked to consider and approve the contract with The New Teacher Project (TNTP) to work with two buildings on Targeted Support for Improvement (TSI), Bernadine Sitts Intermediate Center and Abe Hubert Elementary.

BACKGROUND:

KSDE provides grant money to fund targeted support for buildings on improvement. BSIC and AHE are on TSI for their low state assessment scores for special education students. KSDE approved a grant to pay TNTP to work with these 2 buildings during the 2025-26 school year to improve their special education programs in Tier 1 (core instruction) and in the resource settings. The grant will fully fund the contract with TNTP. TNTP will provide in person support through professional development, observations, feedback, and coaching. KSDE will reimburse USD 457 for the amount of the contract.

RECOMMENDATION:

It is recommended that the BOE approve the TNTP contract.

FISCAL NOTE:

The amount of the TNTP contract is $239,783. The KSDE grant will reimburse USD 457 for the full amount of the contract.

ATTACHMENTS:

List your attachments

THIS SERVICES AGREEMENT (this "Agreement") is made by and between TNTP, Inc., a Delaware nonprofit corporation organized and operated exclusively for charitable and educational purposes and qualifies for exemption from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and is further classified as a public charity within the meaning of Section 509(a)(1) of the Code, with its principal office at 500 7th Avenue, 8th Floor, New York, New York 10018 ("TNTP"), and Garden City Public School District, with its principal office at 1205 Fleming Street, Garden City, KS 67846 (the "Client"). This Agreement shall be effective as of the later of the dates beneath the parties' signatures below (the "Effective Date"). This Agreement consists of the following terms, as well as the Scope of Services in the attached Schedule A.

STATEMENT OF PURPOSE: The Client wants to engage TNTP to provide school support as detailed in this Agreement.

Section 1. **Term and Services.**

For the period commencing on the Effective Date until **May 31, 2026** (the "**Term**"), TNTP agrees to provide services for the Client as specified in the services stated in Schedule A ("**TNTP's Services,**" "**Scope of Services**," or **"Services"**). The Services may include the provision of documentation, reports, analysis, and other content ("**Deliverables**"). TNTP's Services will be considered accepted upon the Effective Date or upon commencement of the Services at Client's direction following Client's instructions to commence Services under the Proposal. TNTP will use its reasonable efforts to achieve the deadlines for Services, if any, set forth in any timetable and/or dates for delivery contained in Schedule A. TNTP may, upon written notice to Client, subcontract any portion of the Services in its sole discretion.

Section 2. **TNTP and Client Responsibilities.**

a. Client will cooperate with TNTP to facilitate the performance of TNTP's Services. If necessary to facilitate TNTP's provision of the Services, Client will provide TNTP with access (which may be in-person or remote via virtual means such as teleconference and videoconference, as agreed upon by the parties) to Client personnel, classrooms, meeting spaces, buildings, and background check processes as needed for TNTP's Services. If applicable, the Services may require student and/or staff/leader/teacher surveys, data collection and analysis, focus groups, student work samples, and video recordings of classroom activities, and all these activities will be done in compliance with this Agreement.

b. Client, and not TNTP, is responsible for all employment-related obligations, liabilities, and decisions that may relate to the implementation of the Services or results from the Services.

c. TNTP and Client may mutually agree to permit in-person, essential work-site visits under certain circumstances. In deciding to permit in-person, essential work-site visits, TNTP and Client will take into account CDC guidance, state and local regulations and guidance, the school and district's health and safety plan related to pandemics or infectious disease, and the internal policies of both Client and TNTP. If the parties agree to work-site visits, school staff will be instructed to follow all school district and TNTP health and safety procedures. Client releases TNTP from any liability related to pandemic or infectious disease-related transmission from in-person work-site visits. TNTP reserves the right to discontinue work-site visits at any time if TNTP determines that cessation of work-site visits is necessary to protect the health and safety of its personnel.

Section 3. **Representations and Warranties; Disclaimer.**

Each party represents and warrants that it:

a. Has the full right, power, legal capacity, and authority to enter into this Agreement and to carry out its obligations hereunder;

b. Maintains adequate and appropriate insurance, including comprehensive general liability, professional liability, and workers' compensation insurance, to cover activities under this Agreement;

c. Will comply in all material respects with all applicable federal, state, and local laws, ordinances, codes, and regulations in connection with its performance under this Agreement; and

d. Is not subject to and will not enter into any agreement or arrangements which preclude compliance with the provisions of this Agreement.

Disclaimer of Warranties. EXCEPT AS PROVIDED IMMEDIATELY ABOVE, THE SERVICES, DELIVERABLES, AND TNTP THIRD PARTY MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. TNTP DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

Section 4. **Payment and Invoicing.**

The Client shall pay a flat fee to TNTP in the amount of $239,783 for TNTP's Services (the "**Client Fee**"). TNTP shall invoice the Client for the Client Fee according to the following schedule:

Invoice Date	**Invoice Amount**
September 20, 2025	$23,978.30
December 20, 2025	$80,926.76
March 20, 2026	$80,926.76
May 20, 2026	$53,951.18
Total	**$239,783.00**

TNTP's failure to timely invoice will not constitute a waiver of any of TNTP's rights hereunder or constitute a breach by TNTP of this Agreement. The invoice is due and payable by ACH or wire transfer within thirty (30) days of Client's receipt of the invoice, without regard to any delay for purchase order or invoice reference. Client will validate any changes to ACH or wire payments by contacting TNTP at ar@tntp.org. After thirty (30) days, interest may be charged at a rate of one percent (1%) per month. Client agrees to provide, for inclusion in each Scope of Services, the specific information that must be included on an invoice (e.g., a Purchase Order Number or other reference). If there are disputed amounts on any invoice, the balance of such invoice, after deducting any disputed amounts, shall be paid in full when due and payable, and the disputed amounts shall be presented to TNTP for resolution as soon as such disputed amounts have been determined by the Client. Once resolved, Client will promptly pay any disputed amounts to TNTP without the need for TNTP to issue an additional invoice.

Financial Contacts:

For TNTP: TNTP Accounts Receivable
ar@tntp.org

For Client: **TNTP shall direct invoices to:**
_____ (Financial Contact Name)
_____ (Title)
_____ (Email Address)

Section 5. Independent Contractor.

TNTP's relationship to the Client is that of an independent contractor and nothing herein will be construed as creating an employer/employee relationship, partnership, joint venture, or other business group or concerted action. TNTP will determine the method, details, and means of performing the Services. TNTP may represent, perform services for, and contract with other additional clients, persons, or companies as TNTP, in its sole discretion, sees fit, provided those services do not pose a conflict of interest with the services performed to Client.

Section 6. Termination; Survival.

If at any time either of the parties believes that the other party has materially breached its obligations under this Agreement, written notice shall be given by the party alleging breach setting forth the asserted breach and providing an opportunity to cure the same within thirty (30) days after such written notice. If the asserted breach has not been cured to the reasonable satisfaction of the party providing the written notice, but reasonable attempts to cure (as determined by the party providing written notice of asserted breach) have been made in writing by the party to whom the written notice of asserted breach was given, said party will have an additional opportunity to cure for a period of thirty (30) days following the expiration of the initial thirty (30) day cure period. If the asserted breach has not been cured to the satisfaction of the party providing written notice of asserted breach, that party may elect to terminate this Agreement upon written notice to the breaching party. If this Agreement is terminated, the rights and obligations of each party hereunder will terminate, provided, however, that such termination will not terminate the rights and obligations of the parties that expressly survive the termination of this Agreement, including, without limitation, the obligation of the Client to pay TNTP for time and expenses incurred in rendering the Services pursuant to this Agreement prior to the effective date of such termination.

Sections 3 (Representations and Warranties; Disclaimer), 4 (Payment and Invoicing), 6 (Termination; Survival), 7 (Indemnification, Exclusion of Certain Damages, Limitation of Liability, Subpoenas, and Insurance Coverage), 8 (Intellectual Property Rights (IRPs)), 9 (Promotional Materials and Publicity), 10 (Data), 11 (Confidentiality) and 12 (Miscellaneous), and terms of Schedule A that expressly survive termination, will survive expiration or termination of this Agreement.

Section 7. Indemnification, Exclusion of Certain Damages, Limitation of Liability, Insurance and Subpoenas.

7.1 Indemnification. To the extent permitted by applicable law, each party agrees to defend and indemnify the other party, their subsidiaries and affiliates, and hold them harmless from any and all unaffiliated third party claims ("**Claims**"), losses, damages, penalties, costs, and expenses, including without limitation, settlement costs and any legal, accounting and other expenses for investigation or defending any actions or threatened actions (collectively, "**Losses**") to the extent such Claims were caused by (a) the intentional misconduct of a party, or any of their employees or agents, or (b) any untruth, inaccuracy, fraud or material omission in any representation or warranty made by a party. In addition, Client will defend, indemnify, and hold harmless TNTP from and against any Claims arising from employment decisions made by Client related to the Services provided by TNTP. The party seeking indemnification shall provide the indemnifying party with prompt written notice of any Claim(s) and give complete control of the defense and settlement of the indemnifying party, and shall cooperate with the indemnifying party, its insurance company, and its legal counsel in its defense of such Claim(s). This indemnity shall not cover any Claim in which there is a failure to give the indemnifying party prompt notice to the extent such lack of notice materially prejudices the defense of the Claim.

7.2 Exclusion of Certain Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TNTP BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT OR ITS PERFORMANCE. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER TNTP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE. THE FOREGOING EXCLUSION DOES NOT APPLY TO CLAIMS RELATED TO TNTP'S FRAUD OR INTENTIONAL MISCONDUCT.

7.3 Limitation of Liability. NOTWITHSTANDING ANY DAMAGES THAT CLIENT MIGHT INCUR UNDER THIS AGREEMENT FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DIRECT DAMAGES), TNTP'S ENTIRE LIABILITY

UNDER THIS AGREEMENT AND CLIENT'S EXCLUSIVE REMEDY UNDER THIS AGREEMENT WILL BE LIMITED TO THE CLIENT FEES PAID TO TNTP IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7.4 Subpoenas. If TNTP is requested by Client or required by subpoena or similar legal process to produce TNTP's materials or personnel with respect to an engagement for Client, provided that TNTP is not a party to the proceeding, Client will reimburse TNTP for its professional time and reasonable out-of-pocket expenses, including the reasonable fees and out-of-pocket expenses of TNTP's outside counsel incurred in responding to such a request.

7.5 Insurance Coverage. TNTP will, at its sole expense, maintain comprehensive general liability insurance with policy limits of not less than $1,000,000, and provide to the Client upon request a certificate of insurance evidencing such coverage.

Section 8. Intellectual Property Rights (IPR).

8.1 Ownership by TNTP.

a. **TNTP IPR.** Client acknowledges and agrees that as between Client and TNTP, TNTP is and will remain the sole and exclusive worldwide owner of all TNTP IPR. For purposes of this Agreement, " **TNTP IPR**" means all patents, copyrights, trademarks, services marks, designs, logos, trade secrets, publicity, privacy or moral rights, and any other intellectual property or proprietary rights arising at any time under the applicable law of any jurisdiction anywhere in the world that subsists in, without limitation, the following: all technology, frameworks, processes, systems, methodologies, analytical tools, industry data and insights, layouts, TNTP Confidential Information (defined below), TNTP tools, TNTP's Video Library, Learning Portal, Insight, Academic Scorecard and online platforms that TNTP owns or to which TNTP has a license; and any improvements, derivatives or modifications to any of the foregoing, TNTP owns all TNTP IPR in existence prior to or developed independently of this Agreement.

b. **Work Product**. Client acknowledges and agrees that all intellectual property rights in any work created, produced, or developed by TNTP, whether alone or jointly with others, in the course of providing the Services under this Agreement ("**Work Product**"), shall immediately upon creation or performance vest in and shall remain the sole and exclusive property of TNTP, and Client shall acquire no right, title or interest in and to the same, except for the limited license rights expressly granted under this Agreement.

c. **Reservation of Rights.** Client agrees that no TNTP IPR or Work Product will be shared, licensed, or sold by Client to any other person or entity under any circumstances without the prior written consent of TNTP, except for the limited license rights expressly granted under this Agreement.

d. **Third Party Materials.** As part of the Services: (i) TNTP may provide Client access to third party materials ("TNTP Third Party Materials") or (ii) Client may provide third party materials to TNTP to use in providing the Services ("Client Third Party Materials"). Client acknowledges that such access and/or use of TNTP Third Party Materials is at Client's sole risk. TNTP makes no representation or warranty or assumes any liability, with respect to any such **TNTP Third Party Materials.** TNTP does not endorse or approve any TNTP Third Party Materials. If Client provides any Client Third Party Materials to TNTP, Client represents and warrants that Client has obtained all rights necessary for TNTP to use the Client Third Party Materials to deliver the Services pursuant to this Agreement.

8.2 License to Work Product. Subject to Client's payment in full to TNTP for the Services, TNTP grants Client the following limited, revocable, non-commercial, non-exclusive, non-transferable, non-sublicensable license, to use the Work Product provided as part of the Scope of Services and any TNTP IPR that is necessarily included in Work Product, solely for Client's own internal business operations, trainings, and analysis in connection with the Scope of Services. Client agrees not to disclose the Work Product or any TNTP IPR included therein to any third party except as otherwise permitted under this Agreement

8.3 Trademarks. Client acknowledges that TNTP owns the TNTP name, flame logo, and the tagline Reimagine Teaching (collectively the "**Marks**"). TNTP grants Client a limited, non-exclusive, non-transferable, revocable license to use the Marks, without the right to grant sublicenses, for the specific purpose of the marketing and promotion for these specific Services, if applicable, and in accordance with Schedule A. Any use of the Marks beyond the scope permitted in this Agreement shall be (a) subject to the prior written approval by TNTP, (b) consistent with the terms of this Agreement, and (c) used for the sole purpose of the Project, TNTP's Services and work with Client. The Marks may not be altered or modified in any way unless approved in writing by TNTP. Client will immediately cease using the Marks upon the earlier of TNTP's request, the termination of this Agreement, or the completion of the Services. Client shall not attempt to register the Marks and will cooperate with TNTP protecting and defending them.

Section 9. Promotional Materials and Publicity.

Subject to the terms of this Agreement, Client and TNTP agree that either party may use descriptions of the Services performed by TNTP in promotional materials, including bid applications and client lists, and that TNTP may explicitly identify Client as a client of TNTP.

Section 10. Data.

10.1 Use of Data. If required by the Scope of Services, Client agrees to provide to TNTP, at no cost to TNTP, and within thirty (30) days of TNTP's written request, all requested student data ("**Student Data**"), teacher and staff related data ("**Staff Data**"), and demographic and school/district information ("**School Data"**). Student Data, Staff Data, and School Data is collectively referred to herein as "**Data**". The Client's failure to provide TNTP with Data, or access to collect the Data, may cause a material delay in the delivery of Services for which TNTP will not be held responsible.

The parties agree that Data may be shared between the parties and may only be used by the parties for the purposes identified in this Agreement, including Schedule A, and in a manner consistent with the terms outlined in this Agreement. The parties agree to comply with all relevant federal, state, and local laws and regulations governing the privacy and security of personally identifiable information (including transmission of data), to the extent applicable.

For the purposes of this Agreement and pursuant to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, 34 CFR Part 99, a "school official" is a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) is subject to CFR §99.33(a) governing the use and re-disclosure of personally identifiable information from student records. Client recognizes and agrees that for purposes of FERPA, Client will designate TNTP to act in a "school official" role for the purposes outlined in the Scope of Services. Pursuant to this Agreement, TNTP is considered a school official with a legitimate educational interest, providing services that would otherwise be performed by Client, and under the control and direction of Client with respect to the education records. TNTP shall not disclose any information that would be considered "Personally Identifiable Information" (as such term is defined in FERPA) unless either the disclosure would be permissible under 34 C.F.R. § 99.31 or TNTP has obtained appropriate written consent to the disclosure.

Notwithstanding the above, Client shall not provide or make available to TNTP any student's Personally Identifiable Information from education records (for purposes of FERPA) unless: (i) Client has obtained, with respect to each student's Personally Identifiable Information provided to TNTP, appropriate written consent to disclose such Personally Identifiable Information to TNTP, and authorization for TNTP to use such Personally Identifiable Information in connection with performing the Services, and (ii) Client has provided written notice to TNTP identifying particular Student Data as Personally Identifiable Information.

All Personally Identifiable Information will be destroyed within sixty (60) days of the termination of this Agreement. In furtherance of the Services, TNTP may use video, sound, or other recordings ("**Recordings**") of any of TNTP's Services in its

sole discretion and for its legitimate business purposes in perpetuity so long as the recording is made pursuant to all applicable laws relating to confidentiality and protected information.

Separate from the parties' obligations with respect to Student Data, Client agrees not to send TNTP any data that can identify an individual ("**Personal Data**") unless the parties otherwise mutually agree that it is a requirement in order to effectuate the provision of TNTP's Services under this Agreement. In such circumstances, the parties shall comply with the obligations imposed by applicable data privacy legislation and this Agreement. In providing TNTP with Personal Data, Client will be acting as the data controller and will confirm that Client has complied with applicable law and obtained all necessary consents for lawful processing, including in connection with any transfer of Client's Personal Data.

Client agrees to secure any consents from teachers, staff, students, families, or parents/guardians that are required by all applicable laws, including but not limited to FERPA, for TNTP's use of the Data, Recordings, or TNTP's use of student work samples in rendering TNTP's Services, and ensure that such consents allow TNTP to rely on such consent when acting as an agent of the Client.

10.2 Ownership by the Client. As between Client and TNTP, and except as otherwise provided in this Agreement, Client owns all Data. Client agrees that TNTP, subject to applicable law, may use Data to perform its obligations hereunder.

10.3 License to TNTP. Client grants TNTP a worldwide, non-exclusive, perpetual, irrevocable, royalty-free license, with the right to grant sublicenses, to use, modify, reproduce, display, transmit, distribute, publicly perform, and create derivative works of Data in de-identified and/or aggregated form. The Client agrees that TNTP may use any de-identified Data and metrics regarding the Client's business that are provided to TNTP by the Client, or which are otherwise collected by TNTP during the course of providing the Services. TNTP may identify the Client as the source from which the Data originated if it complies with the other terms in this Agreement. Client agrees that TNTP may use de-identified and/or aggregated Data for its business purposes, including, without limitation, for purposes of publication, research, evaluation, and presentation by TNTP.

10.4 Client Partners. If necessary to support TNTP's Services, Client grants TNTP permission to share the de-identified Data with third party researchers, evaluators, partners, and funders.

Section 11. Confidentiality.

Each party agrees that it shall neither disclose any confidential information of the other party to third parties nor use any confidential information of the other party in any manner other than as contemplated by the Agreement. "**Confidential Information**" is any information marked confidential by a party or information that by its nature or the context of its disclosure ought to be treated as confidential information (including without limitation the terms of Agreement). The following types of information, however marked or designated, are not Confidential Information: (a) information that is, or becomes, lawfully and publicly available without a breach of this Section; (b) information that was lawfully known to the recipient of the information without an obligation to keep it confidential; (c) information that is received from another source who can disclose it lawfully and without an obligation to keep it confidential; or (d) information that is independently developed. The parties agree that any disclosure of Confidential Information shall be made available only to its employees, officers, directors, financial and legal advisors, agents, or representatives ("**Representatives**") who need to know in order to further the purpose of the services addressed in this Agreement and as required by applicable law. The parties further agree to inform its Representatives of the confidential nature of the Confidential Information and direct them to treat the Confidential Information in accordance with the terms of this Agreement. The parties acknowledge that irreparable injury and damage may result from disclosure of the Confidential Information to unauthorized third parties or from utilization of the Confidential Information for purposes other than those connected with TNTP's Services.

Section 12. Miscellaneous.

a. The Services are limited to those specifically described in the Agreement and Scope of Services and do not under any circumstances constitute accounting, audit, or tax related assistance or advice, investment advice, legal advice, or services (including as to the manner, if any, in which Client may lawfully implement any advice provided by TNTP), expert witness services.

b. If in any event any provision of this Agreement is held by a court to be unenforceable as written, that provision will be reformed so as to give effect to the intentions of the parties, and the other provisions of the Agreement.

c. Neither the Client nor TNTP may assign their rights under this Agreement without the prior written consent of the other.

d. TNTP will not be liable to the Client or to any third party, nor be deemed to have breached this Agreement, for any failure or delay in performing any of its obligations under this Agreement when such failure or delay is caused by or results from an event beyond TNTP's reasonable control, including without limitation (1) acts of God, (2) natural disasters, (3) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, (4) governmental orders or restrictions, (5) international, national or regional emergency, (6) flood, fire, or explosion, (7) strikes, labor shortages, stoppages or slowdowns, (8) epidemics, pandemics, diseases, quarantines, or other extraordinary events which is determined to constitute an public health risk ("**Force Majeure Event**"). TNTP will use commercially reasonable efforts to give notice of the Force Majeure Event to the Client stating the period of time the occurrence is expected to continue, provided that (a) TNTP is able, given the nature and scope of the Force Majeure Event, to reasonably state such time period, and (b) any delay by TNTP to provide such notice or to state the time period when performance will be resumed will not negate the enforceability of this Section. Upon cessation of such Force Majeure Event, as reasonably determined by TNTP, TNTP will thereupon use commercially reasonable efforts to resume efforts to promptly perform or complete the performance of TNTP's Services hereunder as soon as reasonably practicable after the cessation or resolution of the Force Majeure Event. If TNTP's failure or delay to resume efforts to promptly perform or complete the performance remains uncured for a period of 60 days following notice given by it to Client under this Section, either party may thereafter suspend or terminate its performance under the applicable Scope of Work upon thirty (30) days' written notice.

e. All notices required by this Agreement will be in writing and either personally delivered or mailed to such party at its address specified on the first page of this Agreement or to such other address as such party may designate by notice given in accordance herewith. All notices will be deemed given when delivered. If to TNTP, the notice will be to George Battle, General Counsel.

f. This Agreement will be governed by ~~New York~~ Kansas law without reference to conflicts of laws principles. The parties agree and consent to the exclusive jurisdiction of and venue in the state or federal courts in ~~the city of Manhattan and the state of New York~~ Finney County, Kansas in all disputes arising out of or relating to this Agreement.

g. Neither party has entered into this Agreement in reliance on any promise, representation, or warranty not contained herein. This Agreement will be construed according to the fair intent of the language as a whole, and not for or against either party.

h. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, representations, and agreements, if any, with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be modified, amended, supplemented, waived, discharged, or terminated except in a writing signed by the parties. No failure or delay in exercising any right or remedy hereunder shall constitute a waiver of such, any other, right, or remedy.

i. The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Agreement may also be executed by email, or other electronic means, and so executed shall have the full force and legal effect of an original.

[Signature Page to Follow]

Signatures.

The parties, by signing below, by their duly authorized representatives confirm their acceptance of the terms and agree to execute this Agreement, which shall be effective on the Effective Date.

Client

By: **DRAFT DO NOT SIGN** _____

Date: _____

Name (print): _____

Title: _____

TNTP, Inc.

By: _____

Date: _____
Lin Johnson III
Chief Strategic Growth and Finance Officer

Schedule A
Scope of Services

Proposal to Support Garden City Public Schools Special Education

The mission of Garden City's Special Education Department is to prepare each student with a disability to be a successful, educated, responsible member of a changing society by assuring individually designed, quality instruction in an appropriate, safe, caring, and least restrictive environment. TNTP proposes supporting Garden City Public Schools in this aim to ensure students with disabilities receive the timely, evidence-based, and coordinated experiences and support(s) they need to thrive academically, socially, and emotionally. Improving the outcomes of these student populations requires:

- **Coherent Systems:** Greater coordination and alignment across state, community, districts, and school-level systems to ensure consistent student experiences, targeted supports, and strong instruction for all.
- **Strong Practices:** Scaling high-quality instructional strategies that improve outcomes for all students.
- **Enhanced Leadership Capacity:** Targeted development, professional learning, and collaboration that enables leaders to address system barriers and drive meaningful change.

Support Framework

In the 2025-2026 school year, TNTP can support Garden City to create opportunities to expand access to high-leverage, evidence-based practices for enhancing student learning across different content areas, grade levels, and student abilities.

The cost estimate provided here, pending further discussions with Garden City, includes

- Leading professional development session with staff to outline the vision for instructional practices and their role, including paraprofessionals, teachers, and leaders
- Supporting leaders in developing strong practices for coherence and materials implementation for all
- Strategic support for developing effective resource settings
- Coaching and walkthroughs in three buildings six times following the September session (i.e., October, November, January; February, April, May)

Budget and Staffing

The cost includes project staff and expenses for the work described above, between August 2025 and May 2026, as well as travel for staff seven times throughout the school year.

DRAFT

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Gina Galpin, Director of Special Education
DATE: 07/01/2025
RE: Compass Behavioral Health Agreement

ISSUE:

The Board of Education is asked to consider and approve the updated Memorandum of Understanding (MOU) agreement with Compass Behavioral Health for the Mental Health Intervention Team.

BACKGROUND:

USD 457 partners with Compass Behavior Health to create a mental health intervention team. The Mental Health Intervention Team consists of a mental health school liaison, case managers, and therapists. USD 457 allows Compass providers to provide mental health services to students at school during the school day and agrees to provide spaces for mental health professionals to meet with students. USD 457 staff can refer students to the Mindful Support program to gain access to mental health services at school.

ALTERNATIVES:

RECOMMENDATION:

Approve the Agreement with Compass Behavioral Health.

FISCAL NOTE:

none

ATTACHMENTS:

Agreement attached.

CONTRACTUAL AGREEMENT
BETWEEN
UNIFIED SCHOOL DISTRICT NO. 457 and
COMPASS BEHAVIORAL HEALTH (CMHC)

THIS AGREEMENT effective this ____ day of July, 2025, by and between Unified School District No. 457, Garden City (hereinafter referred to as "USD 457") and Compass Behavior Health, Inc. a Kansas nonprofit corporation (hereinafter referred to as "Compass").

WHEREAS, pursuant to K.S.A. 72-8201, USD 457 is a Kansas unified school district possessing the usual powers of a corporation for public purposes which provides educational services to its students; and

WHEREAS, Compass is a Kansas not for profit corporation providing mental health services to children and their families, including certain students of USD 457; and

WHEREAS, Compass and USD 457 have concluded that it is in their mutual best interest to work collaboratively in the provision of certain behavioral, emotional, and academic services to students of USD 457 who are also clients of Compass; and

WHEREAS, USD 457 agrees to provide space to Compass employees to work with those referred for services; and

WHEREAS, USD 457 possesses and maintains certain records and information related to its students as part of the provision of educational services; and

WHEREAS, Compass possesses and maintains certain records and information related to its clients as part of the provision of mental health services; and

WHEREAS, Compass and USD 457 have determined that their shared objectives to make a positive meaningful change in the lives of students of USD 457 who are also clients of Compass will be significantly enhanced and furthered by and through an arrangement in which the parties share and exchange certain information, on a limited basis; and

WHEREAS, Compass and USD 457 have concluded that USD 457 students identified by USD 457, in its discretion, as being in need of mental health care services would derive substantial benefit from an assessment by a provider or a qualified mental healthcare professionals, such as Compass; and

WHEREAS, Compass has agreed that should USD 457 refer a student for a mental health assessment, Compass will provide such assessment within 15 days; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto agree as follows:

Section 1: **Term.** This Agreement shall be effective July 1, 2025 and shall end on June 30, 2026 subject to the provisions of this Section and Section 9. Thereafter, the terms of this Agreement may be renewed, in writing, on an annual basis, by agreement of the Parties.

Section 2: **Mutual Agreement – Independent Contractor.** The parties agree that in the performance of its obligations under this Agreement, Compass is an independent professional mental health care provider offering services to USD 457 students as set forth in its Articles of Incorporation. As

such, Compass is not an agent or employee of USD 457. USD 457 shall neither have nor exercise any control over the professional judgment or practice of Compass and its employees.

Section 3: **Purpose and Scope.** Information Sharing and Referrals.

The parties intend to share, on a limited basis, confidential information regarding USD 457 students and, in some cases, their families.

(a) For its part, Compass warrants that prior to sharing such information; it will obtain an appropriate release of information executed by the legal guardian of the student in accordance with applicable state and federal law. Compass further agrees to provide a copy of any such release to USD 457.

(b) The aforementioned releases will be sent to a centralized location designated by USD 457 and USD 457 will indicate that the release has been completed.

(c) The parties understand that the releases of information may be revoked by the legal guardian of the student at any time. Upon notice of revocation, all information sharing between the Parties will be terminated with regards to that student.

(d) Compass further agrees to limit its access to and use of information to the information provided by the Parties as more fully set forth in Section 4.

(e) Compass warrants that it will not download or save any of the data or other information provided by USD 457 in connection with this Agreement.

(f) USD 457 shall facilitate referral of students identified in need of mental health services as appropriate through referrals to CMHC. CMHC will outreach the families or guardians to determine if mental health services are needed and/or desired.

Section 4: **Purpose and Scope. School Liaison**

(a) The School Liaison with USD 457 will be responsible for:

(1) Identifying appropriate referrals for the team to engage.
(2) Acting as a liaison between USD 457and CMHC and being the point person for communication between the two groups.
(3) Helping CMHC staff understand and negotiate the USD 457 system and procedures.
(4) Triage prospective referrals and deciding with CMHC staff how to prioritize interventions for identified students.
(5) Helping USD 457personnel understand the role of CMHC staff in this project.
(6) Facilitating connections between the identified students' families and CMHC staff.
(7) Troubleshooting any problems that arise and work with CMHC to resolve them.
(8) Gathering outcomes to monitor the effectiveness of the program.
(9) Follow up with the child welfare contacts if a child has moved schools to get educational history.
(10) Be an active part of the school intervention team and relay information back to CMHC staff.

Section 5: **Purpose and Scope. Clinical Therapist**

(a) The Clinical Therapist at CMHC will be responsible for:

a. Helping the School Liaison identify appropriate referrals to the program based on one or more areas of concern:
    i. Harm to self or others

ii. Trauma experience or history of trauma
iii. Emotion management
iv. Stress management
v. Anger management
vi. Impulse control
vii. Increasing social skills

b. Triage with the School Liaison to prioritize treatment interventions for identified students.
c. Working with the School Liaison to connect with the families or child welfare contracts to get appropriate consent to treat.
d. Conducting a clinical assessment of the identified student and make appropriate treatment recommendations.
e. Engaging with the student, family or child welfare contact in clinical interventions as identified on the treatment plan. Provide individual and family therapy.
f. Administer scales or tests to detect areas of concern with depression, anxiety, self-harm or other areas as identified.
g. Making referrals to other treatment modalities as appropriate
h. Communicating with USD 457 personnel who are involved in the student's life to help them understand the diagnosis, family circumstance and suggested interventions as is appropriate.
i. Gathering outcome data to monitor the effectiveness of the program.
j. Coordinating with the Case Manager to identify ways for them to support the student and family.
k. Providing therapy services as determined by the student's treatment plan.
l. Maintaining the treatment plan and necessary treatment protocols required by CMHC.

Section 6: Purpose and Scope. Case Manager

(a) The Case Manager at CMHC will be responsible for:

a. Working with the School Liaison and Clinician to identify students and triage priorities for treatment.
b. Outreach to students, families and child welfare contacts to help engage in treatment.
c. Participate in the treatment planning process.
d. Communicate with the Liaison and school personnel when appropriate about student needs, interventions and progress.
e. Help maintain communication between all entities including family, student, school, clinician, child welfare and community.
f. Maintain the treatment plan and necessary treatment protocols required by CMHC.
g. Make referrals to appropriate community resources.
h. Help to re-connect students and families when they are not following through with the treatment process.
i. Help the families negotiate barriers to treatment.
j. Engage with the student in the classroom, the home or the community to help build skills whenever needed.

Section 7: Licensure and Certification.

(a) Compass shall maintain any certification, registrations, or licenses as required by law and shall remain in good standing in their profession during the term of the contract. Additionally, Compass shall inform USD 457 of any changes to such certifications, registrations, or licenses to the extent such disclosures or documents are not confidential, privileged, or otherwise immune to disclosure under state or federal law.

Section 8: **Liability for Loss.**

(a) Compass shall not be liable or obligated to USD 457 for losses or damages incurred by USD 457 under this Agreement, unless such damage arises from any willful act or omission or negligence of Compass, its officers, employees or agents, in which event Compass shall be liable to USD 457 for such losses or damages sustained there from.

(b) USD 457 shall not be liable or obligated to Compass for losses or damages incurred by Compass under this Agreement, unless such damage arises from any willful act or omission or negligence of USD 457, its officers, employees or agents, in which event USD 457 shall be liable to Compass for such losses or damages sustained there from; provided that USD 457 in no event shall be subjected to any liability greater than found in the Kansas Claims Tort Act, K.S.A. 75-6101 et seq., and amendments thereto. Obtain proper Releases of Information authorizing USD 457 and Compass to exchange information.

(c) Each party shall be responsible for damages resulting from the acts and omissions of its employees.

(d) No Third Party Beneficiary Rights. No third party may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of the parties herein. This Agreement is not intended to create any rights of a third-party beneficiary.

Section 9: **Assignment or Risk and Professional Obligations**. This Agreement is subject to the laws, rules, and regulations imposed by governmental authorities or professional associations for Compass employees or agents providing services under this Agreement. Compass shall also maintain, at Compass expense, comprehensive general liability, malpractice and professional insurance, in amounts not less than one million dollars ($1,000,000.00). Such insurance coverage shall explicitly cover all duties expressed in Section 3 above. Compass will provide a copy of insurance policy upon request of USD 457.

Section 10: **Confidentiality**. Except for those billing activities permitted under law, neither party shall release any information about a student nor his or her medical care or treatment to any third party unless required under law. Compass and USD 457 agree to adhere to all confidentiality statutes, rules, ordinances and regulations related to the disclosure of records or confidential information pertaining to students and families, including but not limited to the provisions of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA).

Section 11: **HIPAA Compliance** In instances where Compass receives Protected Health Information (PHI) from USD 457, Compass agrees that it shall:

(a) Comply with the applicable provision of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d through d-8 (HIPAA), and the requirements of any regulations promulgated there under.

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

(c) Promptly report to USD 457 any violations, use and/or disclosure of a student's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

Section 12: **Dispute Resolution.** In the event of a conflict or dispute arising under the execution or performance of the terms of this Agreement, the Parties agree to meet and confer in good faith, in order to identify and resolve the conflict, prior to seeking alternative methods of conflict resolution.

Section 13: **Non-Discrimination.** The Parties agree that they shall not discriminate against anyone on the basis of race, age, gender, national origin, religion or disability in execution of the duties and obligations herein.

Section 14: **Non-Solicitation**. During the term of this Agreement and continuing for [12] months after the termination of this Agreement, neither party shall directly or indirectly, for its own account or for the account of others, urge, induce, entice, or in any manner whatsoever solicit any employee directly involved in the activities conducted pursuant to this Agreement to leave the employment of the other party or any of its affiliates.

Section 15: **Insurance.** Compass agrees to maintain general liability, professional liability and worker's compensation insurance for all Compass employees who perform services in connection with Compass obligations hereunder and shall further designate USD 457 as a named insured under such policies. Compass will provide documentation of such liability insurance to USD 457.

Section 16: **Notices.**

(a) All notices sent to USD 457 must be in writing and (i) hand delivered, (ii) sent by first class mail, postage prepaid, or (iii) sent by overnight delivery service, to:

Unified School District No. 457
ATTN: Gina Galpin
1205 Fleming
Garden City, KS 67846

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

Compass Behavioral Health
ATTN: Fernando Rodriguez
1111 East Spruce
Garden City, KS 67846

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

Section 19: **Governing Law.** This Agreement shall be governed by Kansas law, and if any provision herein is found to be in conflict with any Kansas law or regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision has not been written or made a part hereof.

Section 20: **Severability.** If any provision herein is found to be in conflict with any Kansas law or regulation, it is the intention of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.

Section 21: **Assignment of Contract.** This Agreement may not be assigned by Compass without the prior written consent of USD 457.

Section 22: **Entire Agreement.** This Agreement contains the entire agreement between the Parties. This Agreement may not be modified except by later written agreement signed by both parties.

IN WITNESS WHEREOF, the Parties have executed this agreement at Garden City, Kansas on the date above first written.

BY:_____ BY:_____

NAME: _____ NAME:_____

TITLE: _____ TITLE: _____

Attest: _____
Clerk of Board of Education

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Gina Galpin, Director of Special Education
DATE: 07/01/2025
RE: FICO Jail MOU

ISSUE:

The Board of Education is asked to consider and approve the updated Memorandum of Understanding (MOU) between the Finney County (FICO) Jail and USD 457 for special education services that will be provided to 18-21 year-olds housed at the FICO Jail.

BACKGROUND:

USD 457 is required by law to provide special education services to anyone between the ages of 18-21 who qualify for special education services and are housed at the Finney County Jail. USD 457 has developed an MOU agreement with the FICO Jail/Finney County Sheriff's Office.

ALTERNATIVES:

RECOMMENDATION:

Approve the MOU for USD 457 and the Finney County Jail.

FISCAL NOTE:

none

ATTACHMENTS:

MOU attached.

Alternative Integrated Monitoring: Local Adult Jails Memo of Understanding

U.S.D. #457 Garden City Public Schools and the Finney County Jail

This agreement is entered into this _____ day of July, 2025 between Unified School District No. 457 (USD 457) and the Finney County Sheriff's Office, on behalf of the Finney County Jail (FICO Jail) for the provision of special educational services for students who are the ages of 18-21, who have an active Individual Education Plan (IEP) and are incarcerated in the FICO Jail. The following procedures described in this agreement will be reviewed on an annual basis between the Local Education Agency (LEA), County Sheriff, and jail administration.

The parties agree as follows:

Educational Services: U.S.D. #457 Garden City Public Schools will provide:

Identification of the contact person from LEA in the coordination of special educational services within the Finney County Jail.

After being notified of an incarcerated student, the LEA will follow the enrollment process and incorporate all IDEA policies and procedures regarding obtaining educational records and provide special education services in accordance with the students Individualized Education Program (IEP) for students identified as exceptional student (excluding Gifted) under the Kansas law or the IDEA.

(*Resource Kansas Special Education Process Handbook).*

Educational services coordinated, to the extent possible, with the home district of the student and designed to ensure the student is academically prepared to return to public school, or ages out, or receives a high school diploma.

An LEA education coordinator and an appropriate level of teachers and other support personnel necessary to provide educational services for students in the Finney County Jail including curriculum, textbooks, and computers if needed.

Instruction in core academic subjects and elective areas as feasible.

The student's home district will convene a team meeting as necessary to ensure a smooth re-entry transition into the school system upon any release of a student.

Finney County Jail will provide:

For students of school age, 18-21, Finney County Jail will include questions at intake of an incarcerated individual regarding their current educational status (grade, high school graduate or GED, self-identify as a student with a disability who has not graduated or aged out).

Upon discovery during intake or if a student is suspected of having a disability and receiving special education services, notification to the identified LEA contact will be made through the agreed upon communication method (phone call, email).

Work collaboratively with school staff to allow access to the student/inmate though virtual and/or onsite provisions for planning services as determined appropriate.

Training for U.S.D. #457 Garden City Public Schools personnel on policies and procedures of Finney County Jail.

Will provide LEA access to the student as mutually agreed upon between the LEA and Finney County Jail to provide education services. This may be through variety of instructional methods such as access to internet for computer-based curriculum. Access may be limited due with security or safety issues that will be determined by case-by-case basis.

Funding. Funding for educational services at Finney County Jail shall come through the LEA traditional school funding sources, including federal programs, and as outlined in state statute.

Terms for services. Services under this agreement shall be provided based on the LEA Calendar.

Compliance with policies and procedures of **Finney County Jail**. While on Finney County Jail premises, U.S.D. #457 Garden City Public Schools personnel shall comply with policies and procedures of Finney County Jail and (facility type) program, including HIPAA.

Confidentiality of student records. U.S.D. #457 Garden City Public Schools and Finney County Jail shall comply fully with state and federal laws, policies, and rules guaranteeing the confidentiality of student educational records and access thereto.

Amendmen**t.** This agreement may be modified or amended only by mutual written consent of the parties.

Termination. Either party reserves the rights to terminate this agreement, for any reason, upon notifying the other party in writing by United States Postal Service Certified Mail, return receipt requested. Termination of the agreement shall be effective sixty (60) calendar days from the date notice was received. Unless terminated as provided herein, this agreement shall continue in effect for successive school years.

No Third Party Beneficiary. This agreement, including, but not limited to the indemnification provisions, is for the benefit of the parties only and does not create, nor is it intended to create, any benefit or liability to third parties.

Agreement with Kansas Law. This agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas.

Indemnification. Neither party agrees to indemnify or hold harmless the other party for claims, liabilities, costs, or expenses arising from or incurred in connection with this agreement.

Anti-Discrimination Clause. U.S.D. #457 Garden City Public Schools and the Finney County Jail agree to (a) comply with all federal, state, and local laws and ordinances prohibiting unlawful discrimination and to not lawfully discriminate against any person because of race, religion, creed, color, age, sex, disability, national origin or ancestry in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations and advertisements for employees, the phrase "equal opportunity employer," and (c) to include in those provisions in every subcontract or purchase order so that they are binding up on such subcontractors or vendors. U.S.D. #457 Garden City Public Schools and the Finney County Jail understand and agree that the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated, or suspended, in whole or part by U.S.D. #457 Garden City Public Schools or the Finney County Jail.

Representative's Authority to Agreement. By signing this agreement, the representatives of both parties thereby represent that such persons are duly authorized to execute this agreement, and that U.S.D. #457 Garden City Public Schools and the Finney County Jail agree to be bound by the provisions thereof.

Entire Agreement. The terms and conditions set forth herein constitute a final written expression of all the terms of this transaction and is a complete and exclusive statement of those terms. The agreement supersedes any prior or contemporaneous oral or written agreement, proposed agreements, negotiations, and discussions with respect to the subject matter hereof. Any representations, promises, warranties or statements by any employee or agent of U.S.D. #457 Garden City Public Schools or the Finney County Jail that differs in any way from the terms of this written agreement shall be given no force or effect.

WITNESS OUR HANDS on the day and year first written above.

FINNEY COUNTY SHERIFF'S OFFICE BEHALF OF THE FINNEY COUNTY JAIL

By_____

Finney County Sheriff

UNIFIED SCHOOL DISTRICT NO. 457 ON

By_____

Special Education Director

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Gina Galpin, Director of Special Education
DATE: 07/01/2025
RE: J. King PT Agreement

ISSUE:

The Board of Education is asked to consider and approve the updated contract for physical therapy services with Jessica King.

BACKGROUND:

USD 457 does not employ a full-time Physical Therapist (PT) to provide services to our students in special education due to a staff shortage. Jessica King is a licensed Physical Therapist who provides supervision to our Physical Therapist Assistant (PTA). Our PTA provides direct services to our students.

ALTERNATIVES:

RECOMMENDATION:

Approve the 2025-26 contract with Jessica King for PT services.

FISCAL NOTE:

Jessica King is paid $75 per hour for her services. She is contracted to work between 10-20 hours per week during the 2025-26 school year.

ATTACHMENTS:

2025-26 Agreement attached.

CERTIFIED PHYSICAL THERAPIST
SERVICES AGREEMENT

THIS CERTIFIED PHYSICAL THERAPY SERVICES AGREEMENT (Agreement), made and entered into this ____ day of July 2025, by and between the UNIFIED SCHOOL DISTRICT NO. 457 (USD 457), and JESSICA KING (KING).

WHEREAS, USD 457 is interested in contracting with KING to provide Certified Physical Therapy (PT) services to the USD 457 Special Education Department; and

WHEREAS, USD 457 has a need to employ an individual with the expertise of KING to provide PT services.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. **RETENTION OF KING**. USD 457 agrees to retain KING to provide PT services for USD 457 students.

2. **TERM**. The term of this Agreement shall be from date of execution to June 1, 2026.

3. **PROFESSIONAL SERVICES – USD 457**. KING shall provide PT services as follows: consultation and services within the scope of the physical therapy profession, complete required reports and supervision of a physical therapy assistant. PT services shall be provided not less than ten (10) hours nor more than twenty (20) hours per week during the term of this Agreement. KING shall maintain all certificates and licenses required by the state of Kansas to be a PT.

4. **PAYMENT FOR SERVICES**. USD 457 shall pay KING for services provided, as follows:

(a) Seventy-five Dollars ($75.00) per hour for all services provided.

(b) KING shall submit a monthly statement to the USD 457 Business Office for services provided. The statement shall be submitted by the 5th day of each month for the previous month's services.

(c) KING shall be responsible for all withholdings required by law and the payment of any taxes and assessments associated therewith.

5. **INDEPENDENT CONTRACTOR**. KING shall be considered an independent contractor and not an employee of USD 457, in the discharge of her duties as a PT.

6. **CONFIDENTIALITY**. KING shall abide by all federal, state and USD 457 laws, regulations and policies related to confidentiality of education, counseling, or medical records.

7. **TERMINATION**. This Agreement may be immediately terminated by USD 457 at any time, for any reason upon thirty (30) days written notice. USD 457 shall be responsible for payment of any services rendered by KING up to date of termination.

8. **SUFFICIENCY OF FUNDS**. In the event sufficient funds shall not be appropriated by the State of Kansas to USD 457 for the payments required under the terms and conditions of this Agreement, USD 457 may terminate this Agreement pursuant to the notice requirements set forth herein. This Agreement is subject to the terms and provisions of the Cash Basis Law, K.S.A. 10-1101 et seq., and the Kansas Budget Law, K.S.A. 79-2925 et seq.

9. **LEGISLATIVE CHANGE**. This Agreement is subject to change or termination by the Legislature of the State of Kansas.

10. **NOTICES**. All notices required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, by email, or sent by certified mail, postage prepaid, and addressed as follows:

BOARD: Unified School District No. 457
1205 Fleming Street
Garden City, Kansas 67846

and

Gina Galpin
Director of Special Education
1205 Fleming Street
Garden City, Kansas 67846

KING: Jessica King
1711 Crestway Drive
Garden City, Kansas 67846
Jessicaking1223@gmail.com

Notices served by mail shall be deemed to be given on the date on which such notice is deposited in the United State mail.

11. **GENERAL PROVISIONS**.

(a) This Agreement incorporates all of the obligations, agreements, and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the subject covered by this Agreement.

(b) If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

(c) This Agreement may be amended, changed, or modified only upon the written consent of all of the parties.

(d) This Agreement shall be construed in accordance with the laws of the state of Kansas.

(e) The paragraph headings appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to nor shall they be deemed to define, limit, or extend the scope or intent of the paragraph to which they pertain.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

_____ _____

Date Jessica King

BOARD OF EDUCATION
UNIFIED SCHOOL DISTRICT NO. 457

_____ By _____

Date Board President

ATTEST:

_____

Jennifer Ramos, Board Clerk

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Heather Stegman, Curriculum Director
DATE: June 18, 2025
RE: Read 180 by Houghton Mifflin Harcourt Company

ISSUE:

The Board of Education is asked to consider and approve the continuation Read 180 by Houghton Mifflin Harcourt Company, an existing curriculum resource.

BACKGROUND:

Read 180 is a reading intervention resource that has been used in the district for many years. It is used in grades 5 – 12 and is the primary resource for our Newcomers and ESL classrooms. In addition, some special education and at-risk students receive interventions using this curriculum resource.

Read 180 is on the KSDE Approved List of State At-Risk Evidence-Based Programs.

ALTERNATIVES:

No other alternatives applicable.

RECOMMENDATION:

The Curriculum and Instruction department recommends that the Board of Education consider and approve the Read 180 quote.

FISCAL NOTE:

The quote is in the amount of $84,395.77 and has been budgeted out of the At-Risk Textbook account, 013 E 1000 21 0000 008 644. The quote is a one-year contract extending from July 2025 through July 2026.

ATTACHMENTS:

Read 180 Quote

Proposal #009319521

Prepared For

Garden City Unif Sch Dist 457

Attention:
Monica Diaz
mdiaz@gckschools.com

For the Purchase of:

Read 180: 1 Year

Prepared By
Savanna Miska
savanna.miska@hmhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:
http://www.hmhco.com/common/terms-conditions

Coupon Code: PRODPB10

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Monica Diaz
mdiaz@gckschools.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

	ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Stage A							
Student Licenses							
1866600	9780358937265	Read 180 on Ed Student Digital Subscription 1 Year Includes: Read 180 on Ed Student License 1 Year Implementation Success	$109.00	185	$20,165.00	$2,016.50	$18,148.50
Total for Student Licenses			**$18,148.50**				
Teacher Licenses							
1835546	9780358740643	Read 180 on Ed Teacher Digital Subscription 1 Year Includes: Read 180 on Ed Teacher License 1 Year Access to Teacher's Corner	$299.00	10	$2,990.00	$2,990.00	
Total for Teacher Licenses			**$0.00**				
A la Carte Items Available for Purchase							
Student Materials							
Print Bundles							
1840265	9780358766537	Read 180 Stage A ReaL Book Workshops 4-6 Student Edition Bundle Includes: Read 180 Stage A ReaL Book Workshop 4-6 Student Edition Read 180 Stage A Getting Started Book 2 Student Edition	$30.00	80	$2,400.00	$240.00	$2,160.00
Print A la Carte							
1835376	9780358739661	Read 180 Stage A Getting Started Book 2 Student Edition	$4.95	43	$212.85	$21.50	$191.35
Total for A la Carte Items Available for Purchase			**$2,351.35**				
Total for Stage A			**$20,499.85**				

Coupon Code: PRODPB10

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Monica Diaz
mdiaz@gckschools.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

	ISBN		Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
			Stage B					
			Student Licenses					
1866600	9780358937265		Read 180 on Ed Student Digital Subscription 1 Year	$109.00	155	$16,895.00	$1,689.50	$15,205.50
			Includes: Read 180 on Ed Student License 1 Year Implementation Success					
			Total for Student Licenses	**$15,205.50**				
			Teacher Licenses					
1835546	9780358740643		Read 180 on Ed Teacher Digital Subscription 1 Year	$299.00	10	$2,990.00	$2,990.00	
			Includes: Read 180 on Ed Teacher License 1 Year Access to Teacher's Corner					
			Total for Teacher Licenses	**$0.00**				
			A la Carte Items Available for Purchase					
			Student Materials					
			Bundles					
1840273	9780358766612		Read 180 Stage B ReaL Book Workshops 4-6 Student Edition Bundle	$30.00	110	$3,300.00	$330.00	$2,970.00
			Includes: Read 180 Stage B ReaL Book Workshop 4-6 Student Edition Read 180 Stage B Getting Started Book 2 Student Edition					
			Print A la Carte					
1835383	9780358739739		Read 180 Stage B ReaL Book Workshop 7 Student Edition	$10.00	40	$400.00	$40.00	$360.00
1835389	9780358739791		Read 180 Stage B ReaL Book Workshop 8 Student Edition	$10.00	40	$400.00	$40.00	$360.00
1835395	9780358739852		Read 180 Stage B ReaL Book Workshop 9 Student Edition	$10.00	40	$400.00	$40.00	$360.00
1835401	9780358739913		Read 180 Stage B ReaL Book Workshop 10 Student Edition	$10.00	40	$400.00	$40.00	$360.00
1835377	9780358739678		Read 180 Stage B Getting Started Book 2 Student Edition	$4.95	115	$569.25	$57.50	$511.75
			Total for A la Carte Items Available for Purchase	**$4,921.75**				
			Total for Stage B	**$20,127.25**				

Coupon Code: PRODPB10

Attention:
Monica Diaz
mdiaz@gckschools.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

HMH Confidential and Proprietary

ISBN		Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Stage C							
Student Licenses							
1866600	9780358937265	Read 180 on Ed Student Digital Subscription 1 Year Includes: Read 180 on Ed Student License 1 Year Implementation Success	$109.00	100	$10,900.00	$1,090.00	$9,810.00
Total for Student Licenses			**$9,810.00**				
Teacher Licenses							
1835546	9780358740643	Read 180 on Ed Teacher Digital Subscription 1 Year Includes: Read 180 on Ed Teacher License 1 Year Access to Teacher's Corner	$299.00	10	$2,990.00	$2,990.00	
Total for Teacher Licenses			**$0.00**				
A la Carte Items Available for Purchase							
Classroom Materials							
1847500	9780358804758	Read 180 Stage C Teacher Bookshelf Includes: Read 180 Stage C Getting Started Book 1 Teaching Guide Read 180 Stage C Getting Started Book 2 Teaching Guide Read 180 Code Book 1 Teaching Guide Read 180 Code Book 2 Teaching Guide Read 180 Code Book 3 Teaching Guide Read 180 Code Book 4 Teaching Guide Read 180 Stage C ReaL Book Workshop 1 Teaching Guide Read 180 Stage C ReaL Book Workshop 2 Teaching Guide Read 180 Stage C ReaL Book Workshop 3 Teaching Guide Read 180 Stage C ReaL Book Workshop 4 Teaching Guide Read 180 Stage C ReaL Book Workshop 5 Teaching Guide Read 180 Stage C ReaL Book Workshop 6 Teaching Guide Read 180 Stage C ReaL Book Workshop 7 Teaching Guide Read 180 Stage C ReaL Book Workshop 8 Teaching Guide Read 180 Stage C ReaL Book Workshop 9 Teaching Guide Read 180 Stage C ReaL Book Workshop 10 Teaching Guide Read 180 Stage C ReaL Book Workshop 11 Teaching Guide Read 180 Stage C ReaL Book Workshop 12 Teaching Guide Read 180 Stage C Classroom Poster Pack Read 180 Classroom Poster Pack A-C, National	$710.00	2	$1,420.00	$142.00	$1,278.00
1848530	9780358817246	Read 180 Stage C Independent Reading Library	$2,995.00	1	$2,995.00	$299.50	$2,695.50
Student Materials							
Bundles							
1840257	9780358766452	Read 180 Stage C ReaL Book Workshops 1-3 Student Edition Bundle Includes: Read 180 Stage C ReaL Book Workshop 1-3 Student Edition Read 180 Stage C Getting Started Book 1 Student Edition	$30.00	60	$1,800.00	$180.00	$1,620.00
1840281	9780358766698	Read 180 Stage C ReaL Book Workshops 4-6 Student Edition Bundle Includes: Read 180 Stage C ReaL Book Workshop 4-6 Student Edition Read 180 Stage C Getting Started Book 2 Student Edition	$30.00	70	$2,100.00	$210.00	$1,890.00
Print A la Carte							
1835360	9780358739500	Read 180 Stage C ReaL Book Workshop 4 Student Edition	$10.00	60	$600.00	$60.00	$540.00
1835378	9780358739685	Read 180 Stage C Getting Started Book 2 Student Edition	$4.96	40	$198.40	$20.00	$178.40
Total for A la Carte Items Available for Purchase			**$8,201.90**				
Total for Stage C			**$18,011.90**				

Coupon Code: PRODPB10

Attention:
Monica Diaz
mdiaz@gckschools.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

HMH Confidential and Proprietary

	ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Language Launch and The Code Print							
Student Materials							
Language Launch							
1864469	9780358920991	Language Launch Volume 1 Unit 1-3 Student Edition Set	$30.00	60	$1,800.00	$180.00	$1,620.00
1864483	9780358921073	Language Launch Volume 1 Unit 4-6 Student Edition Set	$30.00	60	$1,800.00	$180.00	$1,620.00
The Code							
1835333	9780358739289	Read 180 Code Book 1 Student Edition	$7.50	256	$1,920.00	$192.00	$1,728.00
1835334	9780358739296	Read 180 Code Book 2 Student Edition	$7.50	241	$1,807.50	$180.75	$1,626.75
1835335	9780358739302	Read 180 Code Book 3 Student Edition	$7.50	231	$1,732.50	$173.25	$1,559.25
1835336	9780358739319	Read 180 Code Book 4 Student Edition	$7.50	211	$1,582.50	$158.25	$1,424.25
Total for Student Materials			**$9,578.25**				
Total for Language Launch and The Code Print			**$9,578.25**				

Coupon Code: PRODPB10

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Monica Diaz
mdiaz@gckschools.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

ISBN		Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Professional Services - Read 180							
Implementation Success Plan							
1894911	9798202073977	Read180 for Newcomers: Code and Language Launch Getting Started Live Online 2-Hour	$800.00	1	$800.00	$80.00	$720.00
1833602	9780358732082	Getting Started: Introduction to Read 180 Live Online Grades 3-12 2 Hour This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed. Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.	$800.00	1	$800.00	$800.00	
1852471	9780358841821	Read 180 Leader Success Live Online Grades 3-12 1-Hour During this one-hour live online session, leaders learn about the design and resources of their HMH program. To help leaders develop a plan to guide implementation and set up teachers for a successful start, HMH Coaches share tools and best teaching and student learning practices to observe in the classroom. Leaders also preview the Teacher Success Pathways and resources on HMH Ed for ongoing support.	$400.00	1	$400.00	$400.00	
Total for Implementation Success Plan			**$720.00**				
Coaching							
1883292	9798202010903	Coachly Getting Started Live Online 1-Hour Grades K-12 In this initial district-scheduled session, participants will explore the Coachly experience, discuss the impact of collaboration on student and teacher growth, and develop strategies to make the most of their Coachly partnership.	$400.00	1	$400.00	$400.00	
1883291	9798202010897	Coachly Leader Success Live Online 1-Hour Grades K-12 In this building level leader-focused session, participants will explore the Coachly experience, discuss its value and the impact of collaboration on student and teacher growth, and develop strategies to make the most of their Coachly partnership. Included are recommendations for usage and progress monitoring and details around next steps for teachers to launch their partnerships.	$400.00	1	$400.00	$400.00	
1868092	9780358942528	Read 180 Coachly 4 + In-Person Grades 3-12 1 Year Coachly provides one-on-one coaching to teachers to build their program expertise, support lesson planning, and discuss data-driven, actionable strategies to grow teacher practice. Each teacher is matched with a certified coach with whom they can schedule virtual sessions and message via the Ed platform. The Coachly 4+ annual subscription includes 4 Coachly digital licenses and 1 in-person coaching days. In-person coaching days can support individuals or teams of teachers with lesson modeling, lesson planning, and data analysis.	$6,500.00	1	$6,500.00		$6,500.00
Total for Coaching			**$6,500.00**				
Courses							
1858844	9780358886334	Developing Fluency and Comprehension with Read 180 Course In this session, participants will take a deep dive into the Skilled Reading portion of the Reading Rope, where the Word Recognition and Language Comprehension strands come together to produce proficient readers. Participants explore Read 180® resources that promote fluency and comprehension skills and in engage in guided planning and practice. (Includes one in-person day and two 1-hour live online study groups).	$5,500.00	1	$5,500.00	$550.00	$4,950.00

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Total for Courses		**$4,950.00**				
Total for Professional Services - Read 180		**$12,170.00**				

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials

Subtotal Purchase Amount:	**$80,387.25**
Shipping & Handling:	**$4,008.52**
Total Cost of Proposal (PO Amount):	**$84,395.77**

****Please add proper sales tax to your order****

Coupon Code: PRODPB10

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Monica Diaz
mdiaz@gckschools.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Total Cost of Proposal (PO Amount): $84,395.77

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print materials
  - Point of Contact for Digital materials
  - Point of Contact for Scheduling Professional Development
  - Email address for Accounts Payable contact
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	**Sold to:**
Garden City USD 457	Garden City USD 457
1205 Fleming St	1205 Fleming St
Garden City, KS 67846-4751	Garden City, KS 67846-4751

- Please provide funding start and end dates.
- Please note HMH bills products and services as they are fulfilled. You may receive multiple invoices for your order.
- HMH reserves the right to transmit documents electronically.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.
Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: http://www.hmhco.com/common/terms-conditions

Date of Proposal: 4/25/2025 **Proposal Expiration Date: 7/25/2025**

Coupon Code: PRODPB10

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Monica Diaz
mdiaz@gckschools.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Heather Stegman, Curriculum Director
DATE: June 16, 2025
RE: Renaissance Learning Quote for DnA and EduClimber

ISSUE:

The Board of Education is asked to consider and approve the continuation of Renaissance Learning, an existing curriculum resource.

BACKGROUND:

This is a resource used at all levels throughout the district. It includes the following resources:

DnA, Software License: Illuminate has been our data warehouse for many years. Renaissance purchased Illuminate and rebranded it as DnA. It still has the same capabilities to store our district data. Data stored in DnA includes KAP, Fastbridge, and Common Assessments, as well as records including Student Assistance Team documentation. DnA is also a location where we can create and administer local assessments.

EduClimber: EduClimber is our district data analysis program. It takes the data out of DnA and enables users to create summaries at the district, building, classroom, or student level.

Inspect Plus: Inspect Plus is a new item from Renaissance Learning. It contains banks of assessment questions.

ALTERNATIVES:

No other alternatives applicable.

RECOMMENDATION:

The Curriculum and Instruction department recommends that the Board of Education consider and approve the Renaissance Learning quote.

FISCAL NOTE:

The quote is in the amount of $101,640.00 and has been budgeted out of Textbooks and Student Materials, 036 E 1000 21 0000 008 00 644. The quote is a one-year contract through June 30, 2026 for DnA, EduClimber, and Inspect Plus.

ATTACHMENTS:

Renaissance Learning quote

Renaissance
2911 Peach Street, Wisconsin Rapids, WI 54494-1905
PO Box 8036, Wisconsin Rapids, WI 54495
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
Q-203659 v2

Garden City Unified School District 457 - 202348

Primary Contact
Heather Stegman
Email - hstegman@gckschools.com
1205 Fleming St
Garden City, KS 67846-4751

Billing Contact
Heather Stegman
Email - hstegman@gckschools.com
1205 Fleming St
Garden City, KS 67846-4751

Quote Summary

School Count: 1

Renaissance Products & Services Total	$101,640.00
Estimated Sales Tax	$0.00
Shipping Cost	$0.00
Grand Total	**USD $101,640.00**

This quote includes: Inspect Plus, DnA and eduCLIMBER.

By signing below, Customer:

- Acknowledges that the Person signing this Quote is authorized to do so on behalf of Customer.
- Agrees Customer's access to and use of the Products and Services referenced in the Quote (and any other quote issued to Customer during the Subscription Period) are subject to compliance with the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R62416.pdf, incorporated herein by reference.
- Acknowledges and agrees that the applicable Data Protection Addendum and Privacy Notices located at https://docs.renaissance.com/R62068 are incorporated into this Agreement. Additional information about Renaissance's privacy and security is available at https://www.renaissance.com/privacy/.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an Invoice for this Quote promptly after the date the Order is processed at Renaissance. If Customer requires a purchase order, Customer agrees to provide the purchase order to Renaissance as an attachment to this signed quote. Customer agrees to pay the invoice within 30 days after the Invoice Date.

Customer indicates that no Purchase Order is required, and that Billing Contact information is correct.

Renaissance Learning, Inc.	Garden City Unified School District 457
Ted Wolf	By:
Name: Ted Wolf	Name:
Title: Chief Financial Officer	Title:
Date: 17-Jun-2025	Date:

Email: electronicorders@renaissance.com

If changes are necessary, or additional information is required, please contact your account executive Debra Simpson at (870) 489-1798. Thank you.

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance

approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Renaissance
2911 Peach Street, Wisconsin Rapids, WI 54494-1905
PO Box 8036, Wisconsin Rapids, WI 54495
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
Q-203659 v2

Quote Details

Garden City Unified School District 457

Products & Services	Quantity	Unit Price	Total
Content			
Quote Year 1 01-Jul-2025 – 30-Jun-2026			
Inspect Plus	7000	$2.41	$16,870.00
		Quote Year 1 Subtotal	**$16,870.00**
DnA			
Quote Year 1 01-Jul-2025 – 30-Jun-2026			
DnA, Software License	7000	$5.36	$37,520.00
		Quote Year 1 Subtotal	**$37,520.00**
eduCLIMBER			
Quote Year 1 01-Jul-2025 – 30-Jun-2026			
eduCLIMBER, Software License	7000	$6.75	$47,250.00
		Quote Year 1 Subtotal	**$47,250.00**
		Garden City Unified School District 457 Total	**$101,640.00**

Lexile is a registered trademark of MetaMetrics, Inc.

©Copyright 2024 Renaissance Learning, Inc. All rights reserved.
All logos, designs, and brand names for Renaissance's products and services are trademarks of Renaissance Learning, Inc., and its subsidiaries, registered, common law, or pending registration in the United States. All other product and company names should be considered the property of their respective companies and organization

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Heather Stegman, Curriculum Director
DATE: June 26, 2025
RE: Leader in Me Quote

ISSUE:

The Board of Education is asked to consider and approve the continuation of Leader in Me, an existing curriculum resource.

BACKGROUND:

This is a resource used at all levels in several buildings throughout the district. The following buildings use Leader in Me: Garfield, Abe Hubert, Alta Brown, Edith Scheuerman, Florence Wilson, Georgia Matthews, Gertrude Walker, Jennie Barker, Plymell, Victor Ornelas, Charles Stones, Garden City Achieve.

Leader in Me is a whole school improvement model based on Steven Covey's work with 7 Habits of Highly Effective People. It is a Social/Emotional Curriculum that teaches students to build leadership skills.

ALTERNATIVES:

No other alternatives applicable.

RECOMMENDATION:

The Curriculum and Instruction department recommends that the Board of Education consider and approve the Leader in Me quote.

FISCAL NOTE:

The quote is in the amount of $119,240.77 and has been budgeted out of Textbooks and Student Materials, 036 E 1000 03 0000 008 00 644. The quote is a one-year contract through June 30, 2026.

ATTACHMENTS:

Leader in Me quote

Leader in Me®

Leader in Me® Agreement

This Leader in Me Agreement ("Agreement") is entered into as of the date given below (the "Effective Date") by and between Franklin Covey Client Sales, Inc., whose address is 2200 West Parkway Blvd., Salt Lake City, Utah 84119 ("FranklinCovey"), and the following organization ("Client"):

Organization:	Garden City Public Schools	**Contact Person:**	Josh Guymon
Address:	1205 Fleming St	**Telephone:**	(620) 805-7000
City, State, Zip:	Garden City, Kansas 67846-4751	**Email:**	jguymon@gckschools.com

Details of Services and Materials

FranklinCovey shall provide Client the training, coaching, and materials (the "Services") to be included in the Leader in Me® network of Schools. Details of the Services are described in the following table:

Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
Membership						
District Partnership: Leader in Me Online District+	6/30/2025	6/29/2026	6/30/2025	$1,330.00	1	$1,330.00
Membership per Student **Abe Hurbert Elementary**	6/30/2025	6/29/2026	6/30/2025	$10.69	307	$3,281.83
Membership per Student **Alta Brown Elementary**	6/30/2025	6/29/2026	6/30/2025	$10.69	323	$3,452.87
Membership per Student **Charles Stones Intermediate**	6/30/2025	6/29/2026	6/30/2025	$10.69	362	$3,869.78
Membership per Student **Edith Scheuerman Elementary**	6/30/2025	6/29/2026	6/30/2025	$10.69	178	$1,902.82
Membership per Student **Florence Wilson Elementary**	6/30/2025	6/29/2026	6/30/2025	$10.69	361	$3,859.09
Membership per Student **Garden City Achieve School**	6/30/2025	6/29/2026	6/30/2025	$10.69	107	$1,143.83
Membership per Student **Georgia Matthews Elementary**	6/30/2025	6/29/2026	6/30/2025	$10.69	126	$1,346.94
Membership per Student **Gertrude Walker Elementary**	6/30/2025	6/29/2026	6/30/2025	$10.69	216	$2,309.04
Membership per Student **Jennie Barker Elementary**	6/30/2025	6/29/2026	6/30/2025	$10.69	172	$1,838.68
Membership per Student **Plymell Elementary**	6/30/2025	6/29/2026	6/30/2025	$10.69	132	$1,411.08
Membership per Student **Victor Ornelas Elementary**	6/30/2025	6/29/2026	6/30/2025	$10.69	385	$4,115.65
Professional Development						
Academics 1 Cert & Dev Six 1-Hour Coaching Sessions	6/30/2025	6/29/2026	6/30/2025	$3,420.00	1	$3,420.00
Prepaid Academics 1: Certification & Development Course	6/30/2025	6/29/2026	6/30/2025	$3,420.00	3	$10,260.00
Prepaid Custom Coaching	6/30/2025	6/29/2026	6/30/2025	$3,420.00	3	$10,260.00
District Partnership: District Alignment Session	6/30/2025	6/29/2026	6/30/2025	$3,420.00	1	$3,420.00
Prepaid Custom Coaching- District 4DX	6/30/2025	6/30/2026	6/30/2025	$3,420.00	1	$3,420.00
Materials*						
Academics 1 Certification & Development Bundle	6/30/2025	6/30/2025	Upon Shipping	$171.00	3	$513.00
Shipping and Handling Estimate (Actual Invoiced)	6/30/2025	6/30/2025	Upon Shipping	$177.75	1	$177.75
Membership						
District Partnership: Leader in Me Online District+	6/30/2026	6/29/2027	6/30/2026	$1,330.00	1	$1,330.00
Membership per Student **Abe Hurbert Elementary**	6/30/2026	6/29/2027	6/30/2026	$10.69	307	$3,281.83
Membership per Student **Alta Brown Elementary**	6/30/2026	6/29/2027	6/30/2026	$10.69	323	$3,452.87
Membership per Student **Charles Stones Intermediate**	6/30/2026	6/29/2027	6/30/2026	$10.69	362	$3,869.78
Membership per Student **Edith Scheuerman Elementary**	6/30/2026	6/29/2027	6/30/2026	$10.69	178	$1,902.82

This Agreement is subject to credit approval by FranklinCovey's Credit Department.

6-2020
S LIM M&OA-SO

Membership per Student **Florence Wilson Elementary**	6/30/2026	6/29/2027	6/30/2026	$10.69	361	$3,859.09
Membership per Student **Garden City Achieve School**	6/30/2026	6/29/2027	6/30/2026	$10.69	107	$1,143.83
Membership per Student **Georgia Matthews Elementary**	6/30/2026	6/29/2027	6/30/2026	$10.69	126	$1,346.94
Membership per Student **Gertrude Walker Elementary**	6/30/2026	6/29/2027	6/30/2026	$10.69	216	$2,309.04
Membership per Student **Jennie Barker Elementary**	6/30/2026	6/29/2027	6/30/2026	$10.69	172	$1,838.68
Membership per Student **Plymell Elementary**	6/30/2026	6/29/2027	6/30/2026	$10.69	132	$1,411.08
Membership per Student **Victor Ornelas Elementary**	6/30/2026	6/29/2027	6/30/2026	$10.69	385	$4,115.65

Professional Development

Academics 2 Cert & Dev Six 1-Hour Coaching Sessions	6/30/2026	6/29/2027	6/30/2026	$3,420.00	1	$3,420.00
Prepaid Academics 2: Certification & Development Course	6/30/2026	6/29/2027	6/30/2026	$3,420.00	3	$10,260.00
Prepaid Custom Coaching	6/30/2026	6/29/2027	6/30/2026	$3,420.00	3	$10,260.00
District Partnership: District Alignment Session (Year 2+)	6/30/2026	6/30/2026	6/30/2026	$3,420.00	1	$3,420.00

Materials*

Academics 2 Certification & Development Bundle	6/30/2026	6/30/2026	Upon Shipping	$171.00	3	$513.00
Shipping and Handling Estimate (Actual Invoiced)	6/30/2026	6/30/2026	Upon Shipping	$173.80	1	$173.80

Total Investment	$119,240.77

*Participant materials, whether pre-packaged or downloaded electronically, are required for each work session participant.

Client may contact FranklinCovey via email or purchase order to purchase additional products and/or services, which shall be subject to the terms and conditions of this Agreement. If Client issues a purchase order and there is a conflict between the purchase order terms and this Agreement, this Agreement shall control. If this Agreement is executed by Client after the Invoice Dates above, FranklinCovey may adjust the Invoice Dates based on the Effective Date. Such change shall not affect the Total Investment.

IN WITNESS HEREOF, all Parties have executed the foregoing Agreement by their duly authorized representatives.

Franklin Covey Client Sales, Inc.

Signature: _____

Printed Name: Nikki Vanderhoof

Title: Contract Lead

Garden City Public Schools

Signature: _____

Printed Name: _____

Title: _____

Effective Date: _____

Terms and Conditions

Grant of Rights To Portal: FranklinCovey hereby grants Client a limited, non-exclusive, non-transferable, revocable license for Client teachers and/or staff for whom an annual license fee has been paid ("Users") to access the Leader in Me® Online portal ("Portal"). Access to the Portal shall be available only to Users. Users will receive a unique registration code from an authorized representative of Client (e.g., Principal) prior to logging into the Portal. Client and Users agree not to make the Portal available in any manner to the general public, non-parties to this Agreement, students, or any other individual who is not a User.

Intellectual Property License: FranklinCovey hereby grants to Client a limited, non-exclusive license (the "License") to use the FC IP (defined below) only in connection with the delivery or promotion of FranklinCovey's *Leader in Me* solution within Client's school. For clarity, and by way of example only, the FC IP may be used with lesson plans, bulletin boards, posters, tee shirts, pins, songs, and other similar uses. However, FC IP may not be used with planners/agendas, unless such planners/agendas are purchased through SDI Innovations. Further, Client shall not use a FranklinCovey trademark, such as "The Leader in Me®," in or as a domain name. The License to the FC IP shall not be sublicensed, assigned, or transferred by Client. All works created by Client using the FC IP shall be deemed derivative works ("Derivative Works"), and are owned by FranklinCovey and may be used only pursuant to the License granted herein. "FC IP" shall mean the Leader in Me trademarks and other materials provided to Client by FranklinCovey, including intellectual property associated with The 7 Habits®. Client shall effectively communicate to its staff,

employees, teachers, and anyone else who may have access to or receive the FC IP, that such FC IP is copyright- and/or trademark-protected and the proprietary property of FranklinCovey, and that neither Client nor its employees shall modify, reproduce, file share, email, distribute to a third party, or publicly post (Slide Share, YouTube, etc.) the FC IP and any Derivative Works created by Client or its employees except as expressly provided for herein.

Measurable Results Assessment: The Leader in Me process includes a voluntary survey whereby staff, parents, and students are asked questions related to leadership, culture, and academics. An authorized person from Client will be provided a URL link of the survey questions to share with staff, parents, and students. Personally identifiable information ("PII") will not be collected as part of the survey, but in the event information is categorized as PII, FranklinCovey will not permit disclosure outside of its own organization and it will take all commercially practicable measures to destroy PII when it is no longer needed. Survey results will be compiled in an aggregate form and shared with third parties, such as donors and sponsors. Survey results may also be used for research.

Leadership Development: Principals Development Track and Lighthouse Coordinator Development Track provide an opportunity for Users to attend professional development. Client is responsible for all travel expenses incurred by Users attending such professional development.

Scheduling a Consultant. Contact FranklinCovey via email preferably thirty (30) days in advance to schedule a FranklinCovey consultant. Once scheduled, the cancellation/rescheduling provisions will apply.

Cancellation/Rescheduling Fees. Fifteen (15) calendar days' notice is required to cancel or reschedule a scheduled consultant. If Client provides fewer than fifteen days' notice, Client will be billed a cancellation fee of 75% or a rescheduling fee of 25% of the consultant fee to cover costs incurred by FranklinCovey, as well as any travel costs imposed on FranklinCovey as a result of such cancellation or rescheduling. Client will not be assessed a cancellation/rescheduling fee for any consultant services canceled or rescheduled by FranklinCovey.

Term, Termination, and Events of Termination: The term of this Agreement shall commence on the Effective Date and terminate on the End Date identified in the table above. If Client terminates for convenience, FranklinCovey shall not refund any invoiced amounts. Either party may terminate this Agreement if the other party materially breaches the Agreement, and such material breach remains uncured after the non-breaching party has provided thirty (30) days' written notice of such breach. Upon termination of this Agreement for any reason, Client shall immediately (a) discontinue all use of the FC IP; and (b) discontinue all use of Derivative Works.

Payment Terms: FranklinCovey shall invoice Client for all fees as identified in the table(s) above, which fees are nonrefundable and non-prorateable, including shipping and handling, and sales and use taxes (unless Client submits proof of its tax-exempt status to FranklinCovey). All shipments are FOB Shipping Point. Payment terms are net 30 from the invoice date. Fees are subject to an annual price increase.

Audio: Client is responsible for providing a conference line for live online Services, when needed. Such conference line is provided at Client's sole cost and expense.

Recordings: Client shall not make or allow to be made any audio and/or video recordings of the Services. Client shall inform the audience and otherwise take reasonable actions to ensure that no recordings of the Services are made.

Leader in Me Notifications: FranklinCovey may send to teachers, staff, and employees via email or other means promotional materials, product updates, upcoming events, and other information pertinent to the Leader in Me process. Anyone receiving such information may opt out at any time.

Copyright: FranklinCovey owns or controls all intellectual property rights, proprietary rights, and copyrights to all Services and materials provided for in this Agreement, and Client shall communicate the same to recipients of the Services ("Participants"). Client's and/or Participants' unauthorized use, reuse, copying, reproduction, recording, transmittal, modification, or revision of the Services and/or materials, if applicable, shall constitute a breach of this Agreement and/or federal copyright law. Any materials provided for herein are intended for personal use only by Participants and are not for resale, distribution to a third-party, file sharing, or public display. Nothing in this Agreement implies a grant of license for Client to use the concepts and materials outside the scope of the Agreement.

EEOC. FranklinCovey complies with the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

Force Majeure: Neither Client nor FranklinCovey shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of Client or FranklinCovey.

Attorney Fees. If Client takes any legal action to enforce or interpret the terms and conditions of this Agreement, whether through litigation or otherwise, including appeal, FranklinCovey shall be responsible for and shall pay all costs and expenses of Client, including, but not limited to, reasonable attorney fees, court costs, and expert witness fees.

Binding Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties, their respective successors and permitted assigns.

Change of Law In the event any provision or part of this Agreement is invalid under applicable laws, such invalid provision or part shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by

reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or the enforceability of the remaining valid portions hereof be affected thereby.

Choice of Law. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas.

Complete Understanding; Prior Agreements. This Agreement represents the complete understanding between CITY and USD 363 as to the subject matter hereof. No inducements, representations, understandings, or agreements, whether oral or written, have been made or relied upon in the making of this Agreement, except those specifically set forth in this Agreement. This Agreement supersedes and terminates all prior written or oral negotiations, representations, warranties, statements, agreements, addendums to any agreements, and modifications to any agreements concerning the subject matter of this Agreement between CITY and USD 363.

Construction. This Agreement has been arrived at by negotiation and shall not be construed against either Party to it or against the Party who prepared the last draft.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. Delivery of signatures by electronic method, including electronic mail of PDF signature pages, shall have the same effect as an original signature.

Cumulative Remedies. All rights and remedies provided in this Agreement, as well as those provided by law or equity, are cumulative and not exclusive of any other rights or remedies, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, by ordinance, by resolution, or otherwise.

Headings; Paragraph References. The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement. Any reference made in regard to a particular paragraph shall be construed as a reference to that paragraph and any of its subparagraphs or subparts, regardless of whether the paragraph is referenced by number, letter, or pronoun.

Jurisdiction and Venue. Any legal action to challenge or enforce the terms of the Agreement shall be filed in the Finney County District Court of the 25th Judicial District of the State of Kansas. Said court shall have exclusive jurisdiction over any dispute arising out of or under this Agreement. The Parties acknowledge and agree that venue is proper in said court, for all purposes.

Modifications. This Agreement shall not be modified, amended, or changed except by written agreement signed by each Party.

Non-Assignability. No Party may assign its rights and obligations hereunder without obtaining the prior written consent of the non-assigning Party. No assignor shall be released from any of its obligations or liabilities under this Agreement.

Survivability. Notwithstanding any termination or expiration of this Agreement, any provision that, by its sense and context, are intended to survive the expiration or termination of this Agreement and any such provisions shall survive any such termination, unless any such provision is expressly stated in the written instrument signed by both Parties terminating this Agreement.

Waiver. A waiver by Client of any breach or default of FranklinCovey shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Interim Superintendent
FROM: Steve Nordby, Interim Assistant Superintendent
DATE: July 14, 2025
RE: Dual Credit Cooperative Agreement 2025-2026

ISSUE:

The Board of Education is asked to consider and approve the Dual Credit Cooperative Agreement between Garden City Community College and USD #457, Garden City Public Schools.

BACKGROUND:

State statute requires that the community college and the unified school district have a Dual Credit Cooperative Agreement for the purpose of offering dual credit courses to eligible students who receive both high school credit and college credit.

ALTERNATIVES:

No other alternatives applicable.

RECOMMENDATION:

Recommendation is that the Board of Education approve Dual Credit Cooperative Agreement

FISCAL NOTE:

- At the end of the concurrent credit course and upon the instructor submitting all materials and documentation, Garden City Community College agrees to pay the Unified School $375.00 per credit hour.
- Garden City Community College further agrees to pay to the Unified School District $5.00 per student credit hour for facility usage for non-concurrent credit courses (evening, weekend and/or summer classes) taught in **USD 457** facilities.
- Garden City Community College further agrees to pay a designated USD staff member $375 per class period, to serve as lab monitor (provided the minimum enrollment number of 6 is met) for online dual credit courses offered fully online through Garden City Community College.

ATTACHMENTS:

Dual Credit Cooperative Agreement 2025-2026

DUAL CREDIT COOPERATIVE AGREEMENT BETWEEN GARDEN CITY COMMUNITY COLLEGE AND UNIFIED SCHOOL DISTRICT #457 GARDEN CITY HIGH SCHOOL FOR ENROLLMENT OF SECONDARY STUDENTS

2025-2026 ***Academic Year***

Pursuant to the Kansas Challenge to Secondary School Student Act, the intent of GCCC is to provide a college-level learning experience for qualified students by enhancing the amount, level, and diversity of learning in high school beyond the traditional secondary curriculum.

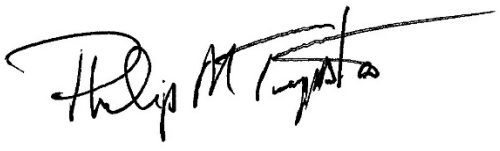
Students enrolled in Unified School District **#457** are eligible to enroll in dual credit courses. Upon successful completion, the credit shall qualify as both high school credit and college credit. GCCC shall notify the student or the student's parent/guardian if the course the student enrolls in is not a systemwide transfer course approved by the Board of Regents and, as a result, the student may not receive credit for such course if the student transfers to or attends another state postsecondary education institution.

The school district maintains the jurisdiction to count GCCC courses as meeting the requirements for the student's high school curriculum.

Such students and/or their families are personally responsible for transportation to and from Garden City Community College, or the appropriate outreach center, if necessary, and for all postsecondary tuition costs.

Garden City Community College agrees that the coursework successfully completed by these students will be awarded appropriate academic credit and will be applicable toward the award of a college degree or certificate.

GARDEN CITY COMM. COLLEGE **UNIFIED SCHOOL DISTRICT #457**



Phil Terpstra, Dean of Academics
Garden City Community College

Date: June 23, 2025

_____
Authorized Representative
Unified School District #457

Date: _____

Outreach Sites for 2025-2026 Academic Year

As a provider of higher education in cooperation with Garden City Community College, the following agreement is made between **Unified School District 457, Garden City** and Garden City Community College.

- The Unified School District agrees that an instructor hired by the Unified School District to teach courses for concurrent credit must submit documentation to Garden City Community College and be approved by the appropriate Division Chair and Dean to teach the course. The documentation to be submitted by the prospective instructor includes a résumé, GCCC Application for Employment, and all **official** transcripts. Prospective instructors must meet the credential requirements set forth by the Higher Learning Commission.

- An instructor hired to teach courses for concurrent credit must follow the guidelines identified in the adjunct duties and responsibilities document.

- GCCC shall conduct evaluations of high school faculty teaching concurrent enrollment courses within campus faculty evaluation schedules. Evaluations are submitted, reviewed, and discussed between the GCCC Outreach Office, appropriate Division Chair and Unified School District.

- College faculty at GCCC shall annually, or as necessary, review concurrent enrollment courses in their discipline to ensure that:

  *Dual credit students are held to equivalent grading standards and standards of achievement as those expected of students in on-campus sections.
  *Dual credit students are being assessed using equivalent methods in on-campus sections.
  *USD faculty are utilizing an equivalent final examination for each dual credit course, as is given in a representative section of the same course, taught at GCCC.
  *USD faculty are applying equivalent scoring rubrics for the assigned courses as is used in the on-campus course; and that course management, instructional delivery, and content meet or exceed those in regular on-campus sections.

- At the end of the concurrent credit course and upon the instructor submitting all materials and documentation, Garden City Community College agrees to pay the Unified School $375.00 per credit hour. If multiple sections of a class are scheduled during a semester by the Unified School District and total enrollment in those sections is 25 or fewer students, one combined contract will be issued for all sections of the class.

- Garden City Community College further agrees to pay to the Unified School District $5.00 per student credit hour for facility usage for non-concurrent credit courses (evening, weekend and/or summer classes) taught in **USD 457** facilities. A check will be sent to the Unified School District at the end of each fall, spring, and summer session.

- Garden City Community College further agrees to pay a designated USD staff member $375 per class period, to serve as lab monitor (provided the minimum enrollment number of 6 is met) for online dual credit courses offered fully online through Garden City Community College.

- This agreement will be reviewed annually for compliance purposes.

This agreement is signed and entered into this *1st day of August, 2025.*

Superintendent of Schools
USD 457
1205 Fleming
Garden City, KS 67846

X_____

GCCC Outreach Office
Garden City Community College
801 Campus Drive
Garden City, KS 67846

X_____

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Jessica Nothern, Chief Financial Officer
DATE: July 8, 2025
RE: Revenue Neutral Rate Intent

ISSUE:

The Board of Education is asked to approve the intent to exceed the Revenue Neutral Rate (RNR) for FY26.

BACKGROUND:

The District has to notify the County Clerk of the tax rate proposed for the new fiscal year, if planning to exceed the RNR. The deadline for notification is July 20, 2025 and this notification also identifies the date the RNR hearing will be held. This hearing must take place prior to or in conjunction with the budget hearing between August 20th and September 20th. I plan to have both the RNR Hearing and Budget Hearing on August 28th, 2025 prior to the regular Board meeting. Hearing information will be published in the Garden City Telegram at least 10 days prior. This tax rate becomes the maximum allowed for the district, but the district is not mandated to adopt that specific rate. I set the rate higher than I anticipate needing, just to have the authority, if need be, once the budget is complete. This is the same as last year.

ALTERNATIVES:

None

RECOMMENDATION:

1. Approve the intent to exceed the RNR
2. N/A

FISCAL NOTE:

None until the budget is adopted.

ATTACHMENTS:

None

RESOLUTION TO EXCEED THE REVENUE NEUTRAL TAX RATE

2026-011

A resolution expressing the property taxation policy of USD 457, Garden City Public Schools with respect to exceeding the Revenue Neutral Tax Rate for financing the annual budget for 2025-2026.

WHEREAS, K.S.A 79-2988, provides that a levy of property taxes to finance the 2025-2026 budget of USD 457 exceeds the Revenue Neutral Tax Rate to finance the 2025-2026 budget of USD 457, be authorized by a resolution.

NOW, THEREFORE, BE IT RESOLVED by USD 457 that the 2025-2026 budget with a levy of property taxes exceeding the Revenue Neutral Tax Rates calculated for 2025-2026, as adjusted pursuant to K.S.A 79-2988 is hereby adopted.

Adopted this 26th day of August, 2025 by USD 457 Garden City Public Schools in Finney County, Kansas.

_____ _____

Board President Jennifer Ramos, Clerk of the Board

Board Member Name	Vote	
	Yes	No
1. Nathan Haeck		
2. Mark Hinde		
3. Robin Bergkamp		
4. Randy Ralston		
5. Andy Fahrmeier		
6. Jackie Gigot		
7. John Weise		

OFFICE OF THE FINNEY COUNTY CLERK
311 N. Ninth Street • PO Box M
Garden City, KS 67846

FINNEY COUNTY KANSAS

INDICATION OF REVENUE NEUTRAL RATE INTENT
PURSUANT TO K.S.A. 79-2988

Entity/District Name: USD 457 Garden City Public Schools

Budget Year: FY26

Please indicate below your Revenue Neutral Rate intent for the budget year listed above. The completed form must be delivered to the County Clerk on or before July 20.

☒ Yes, we intend to exceed the Revenue Neutral Rate and will certify a budget with taxes levied to the County Clerk on or before October 1.

Our proposed mill levy is: 50.0

USDs Only:

General Fund:	20.0
Other Funds:	22.0
Special Capital Outlay Fund:	8.0
Recreation Commission Fund:	N/A

Public Hearing information:
Hearing must be held between August 20 and September 20

Date: 8.28.2025 Time: 5:00 PM

Location: Educational Support Center
1205 Fleming St
Garden City, KS 67846

☐ No, we do not intend to exceed the Revenue Neutral Rate and will certify our budget to the County Clerk on or before October 1.

Jessica Nathem 7-15-2025
Signature Date

Chief Financial Officer
Title

Drew Thon, Chief HR Officer
1205 N Fleming St.
Garden City, KS 67846
mthon@gckschools.com
(620) 805-7020

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Drew Thon, Deputy Superintendent
DATE: July 11, 2025
RE: Annual Board Policy Updates, Review, and Approvals

ISSUE:

Each year, select Board Policies must be reviewed and revised to ensure alignment with updated state and federal laws and mandates. The attached policies reflect the recommended changes for this year. These updates have been reviewed and approved by our legal counsel as well as the Kansas Association of School Boards (KASB).

BACKGROUND:

The following policies are being recommended for revision:
BBC, CCA, CN, DFE, DFH, GAE, GAACB, IB, IC, JBC, JBCD, JBCA, JGFGB, JH, KBC, KGB, KM, and KN.

- Click Here For Redlined Policies

ALTERNATIVES:

- **Option 1** – Approve the Proposed Changes
- **Option 2** – Approve the Proposed Changes with Modifications
- **Option 3** – Table the Recommendation for Further Review

RECOMMENDATION:

It is our recommendation that the Board of Education approve the proposed updates to policies BBC, CCA, CN, DFE, DFH, GAE, GAACB, IB, IC, JBC, JBCD, JBCA, JGFGB, JH, KBC, KGB, KM, and KN as presented and reviewed by legal counsel and the Kansas Association of School Boards.

FISCAL NOTE:

There are no anticipated costs associated with the approval and implementation of the recommended policy changes. These updates are procedural and compliance-related in nature and do not require additional funding or resources.

ATTACHMENTS:

- Click Here for Redlined Policies

Best wishes,

Drew Thon
Chief HR Director
Garden City Public Schools - USD 457

Board Committees **BBC**

(See CF)

The board shall ~~operate~~ act at all times as a committee of the whole. ~~There shall be no standing or temporary board committees except as provided for in this policy. Board members [shall not/may] serve on committees which advise the board.~~

The board may establish subcommittees or subordinate groups as provided herein. Any subcommittee or other subordinate group created by the board shall be subject to the open meetings law whenever a majority of the subcommittee or subordinate group meets.

Sub-committees or subordinate groups of the board ~~may be assigned on a temporary basis and~~ shall consist of no more than three board members. ~~Board subcommittees are subject to the open meetings law.~~

~~Advisory Committees~~

~~After considering administrative recommendations, the board may establish advisory committees.~~

The ~~type and~~ function of each ~~advisory committee~~ subcommittee or subordinate group shall be dictated by district needs. ~~After considering recommendations of the superintendent and other members of the administrative staff, the board shall appoint all members of board advisory committees.~~

No financial assistance shall be furnished to any ~~committee~~ subcommittee or subordinate group without prior board approval. ~~The superintendent shall monitor each committee's progress and relay information to the board. As~~ Upon request~~ed~~, each ~~committee~~ subcommittee or subordinate group shall provide a progress report in writing to the superintendent and/or the board.

The board may dissolve any ~~advisory committee~~subcommittee or subordinate group at any time. No ~~committee~~ such subcommittee or subordinate group shall exist longer than one year unless reestablished or reappointed by board action.

Adopted: 11/4/91
Revised: 12/2/13; 7/14/25
Reviewed: 7/22/24

Formatted: Policy Body

USD 457
GARDEN CITY
PUBLIC SCHOOLS

Board of Education

Board Attorney
Jennifer Cunningham

Superintendent
Josh Guymon

Board Clerk
Jennifer Ramos

Public Info Coordinator
Roy Cessna

Deputy Superintedent of HR
Drew Thon

Director of Plant Facilities
Brandon Anderson

Plant Facilities Coordinator
Brad Stoppkotte

Human Resources Coordinator
LeeAnn Thon

Assistant Superintendent of Student Services
Steve Nordby

Director of Elem. C&I
Heather Stegman

PK-4 PRINCIPALS

Assessment Coordinator
Michelle Baier

Director of Sec. C&I
Dr. Ginny Duncan

5-12 PRINCIPALS

Supplemental Prog Coordinator
Monica Diaz

Director of Special Ed.
Gina Galpin

Sec. Sped Coordinator
Morgan Luna

Elem. Sped Coordinator
Libby Elliott

ECH Sped Coordinator
Melanie Garrison

Director of Technology
Casey Wise

Technology Coordinator
Tyler Gates

Chief Financial Officer
Jessica Nothern

Director of Transportation
Shane Burns

Employee Services Coordinator
Rebecca Partin

Director of Nutrition
Tracy Johnson

Health Services Coordinator
Michelle Shull

CCA
ADOPTED: JULY, 2025
REVISED:

USD 457 ORGANIZATIONAL CHART: 2025-26

Public Records **CN**

(See BE, CNA, ECA, HAI, IDAE, II, JGGA, & JR et seq.)

The board shall designate a Freedom of Information Officer with the authority to establish and maintain a system of records in accordance with the Kansas Open Records Act and other applicable laws and may assign another district employee to handle requests for records and serve as the custodian of the records. The custodian shall prominently display and distribute or otherwise make available to the public a brochure in the form prescribed by the local Freedom of Information Officer.

Types of Records

A public record means any recorded information, regardless of form or characteristics, which is made, maintained or kept by or is in the possession of the district, including those exhibited at public board meetings.

Central Office Records

Records maintained by the superintendent shall include, but not be limited to, the following: financial, personnel, property (both real and personal) owned by the district.

Building Records

Records maintained by the building principals shall include, but not be limited to, the following: activity funds, student records and personnel records. (See JR et seq.)

Public Access

All records, except those subject to exception by the Kansas Open Records Act, shall be open to inspection by the general public during regular office hours of any school or the district office. Requests for access to open records shall be made in writing to an official custodian of district records. The official custodian shall examine each request to determine whether the record requested is an open record or is subject to an exception by the Kansas Open Records Act. The custodian shall either grant or deny the request accordingly.

Each request for access to a public record shall be acted upon as soon as possible, but not later than the end of the third business day following the date that the request is received. If access to the public record is not granted within three days, the custodian shall give a detailed explanation of the cause for delay and the place and earliest time and date that the record will be available for inspection.

If the request for access is denied, the custodian shall provide a written statement of the grounds for denial. Such statement shall cite the specific provision of law under which access is denied and shall be furnished to the requester not later than the end of the third business day following the date of the request for the statement is received. If the requester disagrees with the explanation, the Freedom of Information Officer shall settle the dispute.

The custodian may refuse to provide access to a public record, or to permit inspection, if a request places an unreasonable burden in producing public records or if the custodian has reason to believe that repeated requests are intended to disrupt other essential functions of the public agency. If access is granted, under no circumstances shall the documents be allowed out of their usual building location without the written permission of the official custodian.

Each custodian shall file all requests and their dispositions in the appropriate office and make reports as requested by the superintendent or the board.

Copies of Records

Copies of open records shall be available on written request unless otherwise specified in Kansas or federal law. Requesters may make abstracts or obtain copies only of public records to which they have access under the Kansas Open Records Act. The board shall not be required to provide copies of radio or recording tapes or discs, video tapes, films, pictures, slides, graphics, illustrations, or similar audio or visual items or devices unless such items or devices were shown or played during open session of a district board meeting. Similarly, the district shall not be required to provide such items or devices which are copyrighted by a person other than the board. Furthermore, nothing in the Kansas Open Records Act requires the district to make copies available electronically by allowing a requester to insert, connect, or otherwise attach an electronic device to the computer or other electronic device of the district.

Fees

The board may prescribe reasonable fees for providing access to or furnishing copies of public records, subject to the following:

- In the case of fees for copies of records, the fees shall not exceed the actual cost of furnishing ~~copies,~~ the requested records, including the cost of staff time required to make the information available. Actual costs may include the cost to review and redact the requested records but shall not include incidental costs incurred by the district that are not attributable to furnishing the requested records. ~~and printing fees of 10 cents per page, as applicable~~.
- In the case of fees for providing access to records maintained on computer ~~or other electronic data devices~~ facilities, the fees shall include only the cost to access any computer~~/ electronic data devices~~ services, including staff time required.
- ~~The board may charge and require advance payment of a fee for providing access to or furnishing copies of public records. Such advance payment shall be borne by the requestor.~~
- If the district incurs costs for staff time to provide access to or furnish copies of public records, the district shall use in good faith the lowest-cost category of staff reasonably

necessary to provide access to or furnish copies of public records. Charges for staff time shall be based on the employee's salary or hourly wage but shall not include the costs of employee benefits.

- Upon request, the district shall provide to the person requesting access to or copies of public records an itemized statement of costs incurred by the district and charged to such requester. Such itemized statement shall include, but not be limited to, the hourly rates charged for each employee involved in making the requested records available and an itemized list of any other fees charged to provide access to or furnish copies of the requested records.
- When the staff time needed to respond to a records request will exceed five hours or the estimated actual cost for staff time needed to fill the request exceeds $200, the district shall make reasonable efforts to contact the requester and engage in interactive communication about mitigating costs to fill the request. The requester is not obligated to mitigate costs.

If the district has made reasonable efforts to contact the requester in such a case and the requester has failed to respond by the end of the third business day, the records request will be deemed to be withdrawn until a subsequent contact has been made by the requester to the district.

As used in this policy, "reasonable efforts to contact the requester" means contacting the requester through the means of communication that the requester provided to be used by the district to respond to the request.

- Fees received by the district for fees charged in accordance with this policy shall be remitted to the treasurer ~~for Revenue from copying/furnishing access to open records will be deposited~~ deposit in the district's general fund.

Disposition

All district office records shall be kept for at least the minimum length of time required

by law.

The clerk of the board is designated as official custodian of all district office records maintained by the district. Each building principal is designated as official custodian of all records established and maintained at the building level. In addition to those records required by law, the clerk shall be responsible for preparing and keeping other records necessary for the district's efficient operation.

District employees shall follow the guidelines found in the student records policies. (See JR and JRB)

Retention of Documents in Certain Circumstances (See CNA)

Adopted: 6/19/00

Revised: 7/24/00; 5/7/07; 7/22/24; 7/14/25

Investment of Funds **DFE**

The investment of school district monies shall be the responsibility of the superintendent.

Any monies, not immediately required for the purposes for which the monies were collected or received, shall be invested as provided by current statute.

Posting Securities

All investments of district monies or any monies of its schools shall be secured to 100% of the amount of district monies by F.D.I.C. coverage, a pledge of direct federal obligations or direct guaranteed federal agency deposits in accordance with requirements of state law. Exceptions to the required posting of securities shall be only as provided by law and approval of the board.

~~Adopted: 11/18/91~~

~~Revised: 8/21/06; 7/22/24~~

~~**Investment of Funds** **DFE-R**~~

All offerings of monies for investment shall state the amount to be invested and the maturity date of each investment.

All banks and savings and loan associations (hereafter "financial institution(s)") with main or branch offices located within the district and the county or counties in which part of the district is located shall be given an opportunity to respond to requests for proposals on monies offered for investment. The depository institution shall have two business days to respond to the request for proposals with respect to savings deposits, demand deposits, time deposit, open accounts, certificates of deposit or time certificates of deposit with maturities of not more than two years. All responses shall be directed to the superintendent and shall be specified on the basis of simple interest.

Distribution of monies for investment shall be as follows:

The district treasurer or other person designated by the board shall inform each eligible financial institution of the total amount of money to be invested on a specified date and the maturity date of the investment. Each financial institution responding shall submit a single proposal of the rate of interest it would pay on all or part of the funds to be invested.

Monies shall be invested with the financial institution offering the highest interest rate in such amount as the financial institution will accept, and any remaining amounts shall be invested with the financial institution(s) offering the next highest interest rates in such amounts as it will accept until all funds offered for investment are invested. No financial institution shall be eligible to receive any funds in the same offering at a rate lower than its proposed rate.

No proposal less than the most recently determined investment rate as defined in K.S.A.

12-1675a shall be accepted unless otherwise authorized by K.S.A. 12-1675. ~~No funds will be invested for maturities of more than two years.~~

Any monies not otherwise invested in eligible financial institutions located in the district due to their inability, for whatever reason, to accept the funds, shall be invested in secured deposits in financial institutions which have offices located in counties in which a part of the school district is located.

Any monies not invested in financial institutions and loans in the district or located in counties in which a part of the school district is located may be invested as authorized by Kansas law.

Monies available for reinvestment as a result of maturities may be reinvested with the financial institution holding such monies provided the financial institution agrees to pay the same or higher rate as that offered by the highest proposal at the time the requests for proposals were accepted.

In the event of identical high proposals, the allocation of monies to be invested between the financial institutions offering the high proposals shall be at the discretion of the superintendent.

The district treasurer shall record the following information: the date of each request for proposal; the name of each financial institution notified; the name of the officer notified; the proposal; the amount of monies the financial institution is willing to accept at the rate proposed.

To be eligible to receive invested funds or deposits from the district, any otherwise eligible financial institution shall have on file in the office of the district treasurer a letter requesting its inclusion in any request for proposal and providing proper assurance of compliance with requirements of applicable laws and board policy relating to maintenance of proper security and assurance of its membership in good standing consistent with current federal regulations. The superintendent shall report monthly to the board on the district's investments.

Adopted: 11/18/91
Revised: 8/21/06; 7/22/24; 7/14/25

Fundraising activities at school, on school property, or at school-sponsored events are prohibited except as provided in this policy.

Faculty and student participation in fundraising shall be strictly voluntary. At no time shall participation in fundraising impact a student's grade or membership, participation time or standing on a team, club, or group. Door-to-door sales are strongly discouraged. Faculty and sponsors shall not require or promote door-to-door sales.

The district will manage, restrict, or decline funds, gifts, or fundraising activities to assure that fundraising and expenditures comply with applicable district, state, and federal law and guidelines, including, but not limited to, Title IX and Kansas State High School Activities Association (KSHSAA) rules and regulations.

Fundraising activities must be pre-approved by the superintendent or designee, and adhere to the following guidelines:

- Fundraising activities shall not interfere with instructional time, infringe upon or detract from the classroom activities, or the educational process as determined by the superintendent or designee.
- Online fundraising, utilizing websites such as DonorsChoose or GoFundMe, must comply with this policy, district rules and regulations concerning fundraising, and the rules governing the fundraising site.
- Approval of fundraising requests shall depend on factors including, but not limited to:
  - Compatibility with the district's educational program, mission, vision, core values, and beliefs;
  - Compatibility with any terms, conditions, and requirements of grants or other specific funding sources;
  - Compatibility with existing district technology;
  - Congruence with the district and school goals that positively impact student performance;
  - The district's instructional priorities;
  - The manner in which donations are collected and distributed;
  - Equity in funding; and
  - Other factors deemed relevant or appropriate by the district.
- If approved, the requestor shall be responsible for preparing all materials and information related to the fundraising campaign and keeping district administration apprised of the campaign's status. The requestor is responsible for compliance with all state and federal laws,

the rules governing the fundraising site, and other relevant district policies and procedures, as well as the following:

- Fundraising proceeds shall not be deposited into a staff member's personal bank account or peer to peer payment network.
- Money raised or items secured by a fundraising campaign by a person or entity acting on behalf of the school or the district will be the property of the district.
- All items and money generated on behalf of the district are subject to the same controls and regulations as other district property and shall be deposited or inventoried accordingly. No money raised or items purchased shall be distributed to individual employees without the express written consent of the superintendent.
- Pictures of students in conjunction with fundraising activities shall not occur unless parents of students have consented in writing to the use of the picture for this specific purpose.
- Fundraising activities must comply with all board policies, including, but not limited to, policies governing the privacy rights of students.

Nothing in this policy is intended to prohibit an employee from using online fundraising campaigns for personal items or reasons outside of the school or work time. In such cases, the employees shall not be acting on behalf of the district or school, identify themselves as employees of the district, or suggest the fundraising campaign is for the benefit of students, classrooms or schools of the school district.

For purposes of this section, "acting on behalf of the district or the school" means an employee holding oneself out as an employee of the district and/or seeks donations for the benefit of the district, a particular school, classroom, or student.

Personal Business Interest

Neither students nor employees are permitted to promote personal business, commercial, or private financial interests either through direct sales or through promotion of the sale of goods or services at school, on school property, or at school-sponsored events. Such activities are not fundraising and are prohibited.

Approved: 7/14/2025

~~Classified Employee Grievance Procedure~~ **Complaints** **GAE**

~~It is the desire of the Board of Education to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedure for the satisfactory adjustment of complaints. It is understood that an employee may present an oral complaint to the supervisor at any time without initiating the grievance procedure set forth below.~~

~~Definition~~

~~A grievance must be presented in writing on the appropriate form (Grievance Initiation and Report) and signed by the employee claiming a violation of the policies or regulations of the district. No employee may file a grievance on behalf of another employee. Only grievances filed by an employee directly affected by an alleged violation may be processed through the grievance procedure.~~

~~A "grievance" shall mean a complaint by a classified employee involving the interpretation or application of any of the district policies as adopted, except that the term grievance shall not apply to any matter in which:~~

~~1. A method of review is prescribed by law, or by any rule or regulation of the State Board of Education having the force and effect of law; or~~

~~2. The Board of Education is without authority to act.~~

~~Adjustment of Grievances~~

~~Grievances of classified employees shall be presented and adjusted in the following manner:~~

~~**Step 1**~~

~~Any classified employee may present a grievance in writing to their immediate supervisor within five working days following knowledge of the act or condition which is the basis of the complaint. The immediate supervisor will acknowledge receipt of the grievance in writing and shall confer with the employee with a view to arriving at a mutually satisfactory resolution of the complaint in keeping with policy and regulation. This meeting must be held in no less than five working days after the grievance is received by the supervisor. The supervisor will communicate a decision in writing to the aggrieved employee within five working days after the conference.~~

~~**Step 2**~~

~~If the grievance is not resolved at Step 1, the aggrieved employee may appeal within five working days after receiving the decision at Step 1, to the staff person administratively responsible for the program in which the employee is employed.~~

~~The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based. The staff person will acknowledge receipt of the grievance, in writing, and shall confer with the employee and the employee's immediate supervisor with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee must appear~~

personally, and may be represented by an outside representative, or by any classified employee of their choice who is employed by the district. This meeting must be held in no less than five working days after the appeal is received by the staff person administratively responsible for the program. The staff person will communicate a decision, in writing, to the aggrieved employee within five working days after the conference.

Step 3

If the grievance is not resolved at Step 2, the employee may appeal from the decision at Step 2, to the Chief Human Resource Officer. The appeal shall be in writing and shall set forth specifically the reason for the appeal from the decision at Step 2, and must be filed within five working days after receiving the decision at Step 2. The Chief Human Resource Officer will acknowledge receipt of the grievance, in writing, and shall confer with the employee. At the conference the employee must appear personally and may be represented by an outside representative, or by any classified employee of their choice who is employed by the district. This meeting must be held in no less than five working days after the appeal is received by the Chief Human Resource Officer. The Chief Human Resource Officer will communicate a decision, in writing, to the aggrieved employee within five working days after the conference.

Step 4

If the grievance is not resolved at Step 3, the aggrieved employee may within five working days, after receiving the decision of the Chief Human Resource Officer, appeal the decision to the Superintendent of Schools. The appeal shall be in writing and set forth specifically the reason for the appeal from the decision at Step 3. The superintendent will acknowledge receipt of the grievance, in writing, and the superintendent, or their designee, will confer with the employee with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee must appear personally and may be represented by an outside representative, or by any classified employee of their choice who is employed by the district. This meeting must be held within ten working days after the appeal is received by the superintendent. The superintendent will communicate a decision, in writing, to the employee within ten working days after the conference. The superintendent's decision on the matter is final. No further appeal is allowed.

Special Types of Grievances and Complaints

Grievances arising from the action of administrators other than the immediate supervisor may be initiated with and processed by such administrators in accordance with Step 2 or 3 of this grievance procedure.

~~**Classified Employee Grievance Procedure Complaints GAE-3**~~

~~**Time Limits**~~

~~Failure in any step of this procedure to communicate the decision on a grievance within the specified time shall permit the aggrieved employee to proceed to the next step.~~

~~Failure at any step of this procedure to appeal a grievance to the next step within the time specified shall be deemed to be acceptance of the decision rendered at that step. The time limit specified in any step of this procedure may be extended in any specific instance by mutual agreement.~~

~~The district will not discharge, demote, or in any way discipline an employee because of the filing of a grievance in itself.~~

Any employee may file a complaint with their supervisor concerning a school rule, regulation, policy or decision that affects the employee. The complaint shall be in writing, filed as soon as possible after the conduct occurs but not later than ten (10) days following the conduct, and shall specify the basis of the complaint. The supervisor shall meet with the employee and provide a written response within ten (10) days. If the employee disagrees with the decision, the employee may appeal to the superintendent or their designee. The superintendent's decision shall be final. Employees covered by the negotiated agreement shall follow procedures outlined in that document.

Adopted: 3/03/86
Readopted: 6/15/92
Reviewed: 7/22/24
Revised: 9/7/04; 7/14/25

Employee Whistleblower **GAACB**

(See DE)

No disciplinary action shall be taken against a district employee because the employee:

- Discussed the operations of the district or other matters of public concern, including matters relating to public health, safety, and welfare either specifically or generally, with any member of the board or any auditing agency;
- reported a violation of state or federal law or any policies and regulations adopted pursuant to such laws to any person, agency, or organization;
- failed to give notice to the employee's supervisor or the board prior to making any report as described in the above paragraph; or
- disclosed malfeasance or other misappropriation of money held by the district to any person, agency, or organization.

The above shall not be construed to:

- Prohibit a supervisor or the board from requiring that an employee inform their supervisor or the district compliance coordinator regarding governing body or auditing agency requests for information submitted to the district or the substance of testimony made, or to be made, by the employee to members of the board or the auditing agency on behalf of the district;
- permit an employee to leave the employee's assigned work areas during normal work hours without following applicable rules and regulations and policies pertaining to employee leave unless the employee is requested by a member of the board to appear before the board or by an auditing agency to appear at a meeting with officials of the auditing agency;
- authorize an employee to represent the employee's personal opinions as the opinion of the district; or
- prohibit disciplinary action of an employee who discloses information that:
    - the employee knows to be false or that the employee discloses with reckless disregard for the truth or falsity of such information;
    - the employee knows to be exempt from required disclosure under the open records act;
    - is confidential or privileged under state or federal law or court rule; or
    - is disclosed due to a corrupt motive rather than a good faith concern for a wrongful activity.

Copies of this policy shall be prominently posted in each school and district building in a location where it can reasonably be expected to come to the attention of all employees of the district.

As used in this policy, auditing agency means:

- The legislative post auditor;
- any employee of the division of post audit;
- any firm performing audit services pursuant to a contract with the post auditor;
- any state agency or federal agency or authority performing auditing or other oversight activities under authority of any provision of law authorizing such activities; or
- the inspector general established in state law.

Approved: 7/14/2025

School Site Councils **IB**

(See KA)

A site council shall be established in each district building. Each council shall be responsible for providing advice and counsel for evaluating state, school district, and school site performance goals and objectives and in recommending methods that may be employed at the school site to meet these goals and objectives. Discussions may include allocations of the school budget and administrative and management functions.

The membership of each council shall include, at a minimum, the building principal, and representatives of: teachers and other school personnel, parents of pupils attending the school, the business community, and community leaders.

~~Each~~ The principal shall ~~submit,~~ recommend site council members for ~~the board's~~ superintendent ~~consideration,~~ approval. ~~names of individuals to be considered for appointment to the site council. The board shall appoint site council members.~~

Each site council shall establish meeting schedules. ~~that shall be subject to board approval.~~ Each council may make recommendations and proposals to the board.

Adopted: 11/1/93
Revised: 11/4/96; 7/26/04; 11/10/14; 7/14/25
Reviewed: 7/22/24

(See ID, IDAA, IDAB, IDAC and IJ)

The academic program shall assist students to grow intellectually, to master the curriculum objectives, and to prepare for further education or training. The board shall consider the district's basic educational program each year. And, when approved, the program shall constitute the district's basic curriculum.

Curriculum Handbooks

Curriculum handbooks shall contain an outline of each basic course and the learning objectives to be mastered. Each handbook, when approved by the board, shall become a part of these policies and rules by reference.

Educational Goals and Objectives

District educational goals and curriculum objectives for the basic education program shall be on file in the district office, and available for inspection upon request.

Additional Educational Programs

Additional educational programs shall be in one of the following categories:

* Special Programs (IDAA)

* Support Programs (IDAB)

* Exceptional Programs (IDAC)

Staff ~~and~~ Curriculum ~~Development~~ Council

The Curriculum Council will oversee the curriculum and instruction program of USD #457 in all areas, Pre-K through 12. Such duties shall include, but not be limited to, establishment of exit outcomes for graduates, curriculum revision and update, approval of course changes, textbook adoption, establishing district assessment practices~~,~~ and monitoring student achievement, and recommending district inservice for instructional improvement. All instructional programs in USD #457 will be under the jurisdiction of the Curriculum Council.

Professional Development Council

The Professional Development Council will be in charge of district inservices for instructional improvement as well as approving PDC points for certified staff. All Professional Development will be under the jurisdiction of the Professional Development Council.

Adopted: 2/17/92

Revised: 6/7/04; 9/27/10; 7/14/25

Reviewed: 7/22/24

(See IIBGB, JBCA, JBCB, JBCC, and JQKA)

Resident Students

A "resident student" is any child who has attained the age of eligibility for school attendance and lives with a parent or a person acting as a parent who is a resident of the district. Children who are "homeless" as defined by Kansas law and who are located in the district will be admitted as resident students. For purposes of this policy, "parent" means the natural parents, adoptive parents, step-parents, and foster parents. For purposes of this policy, "person acting as a parent" means a guardian or conservator, a person liable by law to care for or support the child, a person who has actual care and control of the child and provides a major portion of support, or a person who has actual care and control of the child with written consent of a person who has legal custody of the child.

Nonresident Students

Details concerning the enrollment and continued enrollment process for nonresident students may be found in board policy JBCC.

Military Students

Details concerning the enrollment and attendance of military students, as defined in state law, may be found in board policy JBCD.

Enrollment Restriction

Unless approved in advance by the board, no student, regardless of residency, who has been suspended or expelled from another school district will be admitted to the district until the period of such suspension or expulsion has expired.

Enrollment Procedures

The superintendent shall establish orderly procedures for enrolling all students, including pre-enrollment, changes in enrollment, normal enrollment times, and communication to parents and to the public.

Part-Time Students

The board allows any child to enroll part-time in the school district to allow the student to attend any courses, programs, or services offered by the school district if the child:

- Is also enrolled in a nonaccredited private elementary or secondary school or in any other private, denominational, or parochial school as required by law;
- requests to enroll part-time in the school district; and
- meets the age of eligibility requirements for school attendance.

District administrators shall make a good faith attempt to accommodate scheduling requests of students enrolling in the school district in these situations but shall not be required to make adjustments to accommodate every such request.

Part-time students, other than those specified previously in this policy may enroll with the administration's permission if they complete all paperwork in a timely fashion and are in attendance no later than _____. (Insert date) Such part-time students may be admitted only to the extent that staff, facilities, equipment, and supplies are available, and the students follow the district's student conduct policies and rules.

Identification of Students

All students enrolling in the district for the first time shall provide required proof of identity. Students enrolling in kindergarten or first grade shall provide a certified copy of their birth certificate, a certified copy of the court order placing the child in the custody of the Secretary of the Department for Children and Families, or other documentation which the board determines to be satisfactory. Students enrolling in grades 2-12 shall provide a certified transcript, similar pupil records or data, or other documentary evidence the board deems satisfactory.

The above requirements are not to serve as barriers to immediate enrollment of students designated as homeless or foster children as required by the Every Student Succeeds Act (ESSA) and the McKinney-Vento Act as amended by ESSA. The district shall work with the Department for Children and Families, the school last attended, or other relevant agencies to obtain necessary enrollment documentation.

If proper proof of identity is not provided within 30 days of enrolling, the superintendent shall notify local law enforcement officials as required by law and shall not notify any person claiming custody of the child.

Enrollment Information

The enrollment documentation shall include a student's permanent record card with a student's legal name as it appears on the birth certificate or as changed by a court order and the name, address, and telephone number of the lawful custodian. The records shall also provide proper proof of identity.

Assignment to a School Building, Grade Level, or Classes

Unless otherwise provided herein, the superintendent shall assign students to the appropriate building. Any student desiring to attend a school outside the attendance area in which the student resides may do so only with the prior written permission of the superintendent.

If required by law, students placed in foster care or students who are homeless may be educated in their "school of origin" instead of the building corresponding to the assigned attendance area. (For definition of "school of origin", see regulations for JBCA and JBCB.)

Assignment to a particular grade level or particular classes shall be determined by the building principal based on the educational abilities of the student. If the parents disagree, the principal's decision may be appealed to the superintendent. If the parents are still dissatisfied with the assignment, they may appeal in writing to the board.

Transferring Credit

In {middle school/junior high} and high school, full faith and credit shall be given to units earned in other accredited schools at the time the student enrolls in the district, unless the principal determines there is valid reason for not doing so. For online credit approval procedures after enrollment, see board policy IIBGB.

Transfers from Non-Accredited Schools

Students transferring from non-accredited schools will be placed by the principal. Initial placement will be made by the principal after consultation with parents or guardians and guidance personnel. Final placement shall be made by the principal based on the student's documented past educational experiences and performance on tests administered to determine grade level placement.

Adopted: 4/6/92

Revised: 4/3/95, 5/1/95, 12/2/96; 1/12/98; 6/15/98; 7/9/01; 4/15/02; 4/15/13; 9/23/13; 4/20/15; 8/10/15; /3/7/16; 12/15/22; 11/6/23; 7/14/25

Reviewed: 7/22/24

Enrollment of Military Students **JBCD**

(See IIBGB, JBC, JBCA, JBCB, JBCC, and JQKA)

For the purposes of this policy, the following terms will be defined as follows:

"Military student" is a person who is a dependent of a full-time active duty member of the military service or a dependent of a member of any of the United States military reserve forces who has been ordered to active duty under 10 U.S.C. §§ 12301, 12302, or 12304, or ordered to full-time active duty for a period of more than 30 consecutive days under 32 U.S.C. §§ 502(f) or 512 for the purposes of mobilizing for war, international peacekeeping missions, national emergency, or homeland defense activities.

"Parent" means the natural parents, adoptive parents, step-parents, and foster parents.

"Person acting as a parent" means a guardian or conservator, a person liable by law to care for or support the child, a person who has actual care and control of the child and provides a major portion of support, or a person who has actual care and control of the child with written consent of a person who has legal custody of the child.

Enrollment of Military Students in Grades K-12

If evidence is provided that a military student's parent or person acting as a parent will be stationed at a military installation in Kansas during the current or immediately succeeding school year, the district shall enroll any military student in kindergarten or any of the grades one through 12 prior to the military student physically residing in this state, and no proof of address shall be required at the time of enrollment. Residency within the district may be required for attendance if the district does not have open seats at the time of enrollment as determined by board policy JBCC and Kansas law.

Enrollment of Military Students in District Pre-K Programs

If the district offers a pre-kindergarten program, it shall enroll any military student in a pre-kindergarten program if the military student is eligible to participate in the program and the military student or the military student's parent or person acting as a parent provides evidence that the military's parent or person acting as parent will be stationed at a military installation in Kansas during the current or immediately succeeding school year. If the district has no open seats for the program, then the military student shall be placed on a waiting list for enrollment. Proof of address shall not be required at the time of enrollment, but proof may be required for attendance.

Special Education and Section 504 Services

If the military student has an individualized education program (IEP) or a 504 plan, the district shall take appropriate measures to ensure the military student will receive the required education and related service upon attending school in the district.

Formatted: Policy Body

Enrollment of Military Students **JBCD-2**

Formatted: Policy Heading 1

Approved: 7/14/25

KASB Recommendation – 6/25

Student In-District Transfers **JBCDA**

If a parent/guardian wishes for his/her child to attend a school other than the school in the boundary which the family resides, a transfer request must be submitted to the Superintendent's Office. Parents/guardians are encouraged to complete transfer requests by May 20th. The application process opens on ~~January~~ April 1st. Applications received after May 20th will be considered after all out-of-district transfer requests have been acted on due to the publication of open spots for out-of-district transfer students happening on June 1. Under no circumstances will a transfer request be considered after September 20th of each school year.

These guidelines are intended to help promote an enrollment balance between classrooms across the district while allowing parents some choice in where their children attend school.

All transfer requests are considered on an individual student basis and, if approved, will be granted for one school year period. Transportation to the school to which a student is transferred is the responsibility of the parents.

Procedure for in-district transfer requests:

1. Students living within the school boundaries will initially be enrolled in their boundary school. If they are interested in attending a school other than their boundary school, parents are required to submit a transfer request to the Superintendent's Office. In-district kindergarten students wishing to transfer must complete the transfer request ~~either at Kindergarten Orientation or~~ during online enrollment/registration. The Transfer Request Form can be found here.

2. The Superintendent or his designee will call the transferring school to check the students' record of good standing (inquire about any long-term suspensions or expulsions).

3. If the number of applications for a grade level in a school building is less than the number of available seats for that grade level in the school building, the transfer request will be approved as long as the student is in good standing.

4. If the number of applications for a grade level in a school building is greater than the number of available seats for that grade level in the school building, district administration shall randomly select students for approval ~~using a confidential lottery process~~ in the order in which they are received. This ~~lottery~~ process will be completed annually between May 20 and May 25. Notification to families will be made before May 31st. Approved students must be students in good standing.

    - Regardless of capacity determinations, the following categories of students shall be allowed to enroll as resident students if they are deemed to be in good standing by district administration:

        1. any child who is in the custody of the Department of Children and Families and who is living in the home of a nonresident student who transfers to the district or

        2. any nonresident student who has a parent or person acting as a parent is employed by the district, while the parent or person acting as a parent remains employed by the district.

- Priority in filling open seats if the number of requests are greater than the number of available seats:
    1. Any sibling of a student who was previously accepted as a transfer student
    2. Students of military personnel

5. The final decision will be made by the Superintendent. Requests made prior to May 20th will receive notification of a decision by May 30th from the Superintendent's Office.

DEFINITIONS:

- **Capacity -** The number of student seats used to guide transfer request decisions. Capacity is determined by the following factors:
    - Number of teachers at each grade level
    - Current student-teacher ratio
    - Projected enrollment shifts
    - Maintaining room for move-in students throughout the year
- **Good Standing -** Students meeting one or more of the following criteria shall automatically be deemed not in good standing:
    - Student failed to maintain a 90% attendance rate in the last school year, excluding excused absences under Board policy JBD and/or any relevant student handbook language;
    - Student or student's parent or person acting as a parent provided false or fraudulent information in the application process;
    - Student is currently under a period of suspension or expulsion from any Kansas school district, and such suspension or expulsion will not expire until after the next school year has begun;
    - Student has had three or more out-of-school suspensions in the previous school year, excluding suspensions a manifestation determination determined to be a manifestation of the student's disability or a failure on the part of school staff to implement an individualized education program, Section 504 plan, or behavior intervention plan; or
    - Student has been given a long-term suspension or expulsion in the current school year.
    - EXCEPTION: If the student has a disability, the student's ability to meet the expectations shall be considered prior to denying the transfer or continued enrollment.

Adopted: 3/3/25

Revised: 7/14/25

Supervision of Medications **JGFGB**

(See JGFGBA)

The supervision of medications shall be in strict compliance with the rules and regulations of the board as carried out by district administrators. Diagnosis and treatment of illness and the prescribing of drugs and medicines are not the responsibility of the public schools and are not to be practiced by any school personnel, including school nurses, unless authorized. No medications shall be dispensed or administered if prohibited by state law.

~~Under normal circumstances medication may not be brought to school by students for their own usage or that of others. Such medicines will be removed from the person of the student and retained for return to the student or the parents as deemed appropriate. Any disciplinary action will be left to the discretion of the principal.~~

~~If under exceptional~~ In certain circumstances ~~a student is required to take~~ when medication ~~during school hours,~~ is necessary for the student to remain in school, ~~only the school nurse, the principal, or the school nurse's designee will administer the medication in compliance with the following regulations.~~ the school may cooperate with parents in the supervision of medication that the student will use. However, the medical person authorized to prescribe medication or the parent if it is a non-prescription medication must send a written order to the building administrator who may supervise the administration of the medication or treatment. The parents must submit a written request to the building administrator requesting the school's cooperation in such supervision and releasing the school district and personnel from liability. School personnel shall not be required to be custodians of any medication except as required by a written order of a licensed medical person or in the case of nonprescription medication when requested in writing by the parents.

The medication shall be examined by the school employee administering it to determine that it appears to be in the original container, to be properly labeled, and to be properly authorized by the written order of licensed medical person. Two containers, one for home and one for school, should be requested from the pharmacist.

Any changes in type of drugs, dosage, and/or time of administration should be accompanied by updated physician and parent permission signatures and a newly labeled pharmacy container.

All medication maintained in the school setting should be kept in a locked container. This includes medication requiring refrigeration.

Medications should be inventoried every semester. Out-of-date stock should be returned to the parent or destroyed.

Over-the-counter medications should not be maintained on any school premises, including athletic areas, unless written parent permission to administer is obtained.

The building administrator may choose to discontinue the administration of medication provided that the parents or medical person are notified in advance of the date and the reasons for the discontinuance.

Supervision of Medications **JGFGB-2**

After medication is administered, students should be observed for possible reactions to the medication. This observation may occur at the site of administration or in the classroom as a part of the normal routine.

This policy shall be shared with all local physicians and dentists where practicable. Forms should also be made available to the health care providers in the community.

An individual record should be kept of each medication administered. The record should include student identification, date prescribed, name of medication, time and date(s) administered, signature of person administering and section for comments.

In the administration of medication, the school employee shall not be deemed to have assumed any legal responsibility other than acting as a duly authorized employee of the school district.

~~"Health care provider" shall refer to a physician licensed to practice medicine and surgery; a certified, advanced registered nurse practitioner who has authority to prescribe drugs; or a licensed physician assistant who has authority to prescribe drugs pursuant to a written protocol with a responsible physician.~~

~~1. Written permission from a licensed health care provider must accompany ALL medication and all special health care procedures to be administered. Medications may include prescription medication and necessary "over-the-counter" drugs such as aspirin, Tylenol, cold preparations, or allergy relief preparations. The health care provider's permission form (USD 457 Form #116 - Permission for Medication Form) should include the following information:~~

~~a. Date~~

~~b. Medication and/or treatment to be given~~

~~c. Dosage to be administered~~

~~d. Time of day to be given. (For example, if medication is to be given three (3) times a day, medication should be given at home before school, after school and at bedtime, unless the health care provider's medication order states at noon, before lunch or after lunch.)~~

2. Written permission from the parent/guardian must accompany ALL medication (USD 457 - Form #116 - Permission for Medication Form). Form #116 must be updated at the beginning of each school year.

3. The medication must be brought to school in the original container labeled by the pharmacy or healthcare provider. The parent may wish to request two containers from the pharmacist.

4. Any changes in type of drugs, dosage, and/or time of administration must be accompanied by a new health care provider and parent permission signature and a newly labeled container.

5. All medication maintained in the school setting should be kept in a secured area.

6. The school nurse is responsible for ensuring that:

a. the administration of medication is properly documented;

b. the therapeutic benefits and side-effects are monitored; and

c. appropriate information is communicated to parents, licensed health care providers and school staff.

7. Medications should be inventoried every semester by the school nurse and school secretary. Out-of-date stock should be returned to the parent or will be destroyed.

8. Over-the-counter medications should not be maintained on any school premises, including athletic areas, unless a prescription along with written parent permission to administer medication is furnished to the school.

9. Disposing of unused medications: If a student's medication changes during the school year, the remaining medication shall be given to the parent or guardian at the time of the delivery of new medication. Medication remaining at the end of the school year shall be taken home by the parent or guardian. Medication may be sent home with the student, with written parent permission. Any medication not claimed shall be discarded as recommended by the local health officer and appropriate OSHA guidelines, on the school nurse's last working day of the school year.

10. In accordance with state law, nasal naloxone is stocked in student secondary buildings for use by trained staff who reasonably believe an individual is displaying signs and symptoms of overdose. Use of the nasal naloxone requires a call to 911 and, if applicable, notification of parents.

11. In accordance with state law, injectable epinephrine is stocked at student buildings for use by staff who reasonably believe a student or staff with unknown history is displaying signs and symptoms of a severe allergic reaction (anaphylaxis). Use of the injectable epinephrine requires an immediate call to 911, if applicable, notification of parents.

Adopted: 3/20/78

Revised: 9/06/83, 9/08/87, 9/3/91; 4/6/92; 8/2/93; 8/15/94; 8/9/04; 12/13/04; 10/17/05

Re-adopted: 11/07/88; 7/25/11

Revised: 7/22/24; 7/14/25

Student ID #_____

USD #457 Permission Form
For Medication Administration and Special Health Care Services
(Must be updated by licensed health care provider at the beginning of each school year)

Policy: Unified School District #457 requires that all students who need medication and/or special health care services during school hours be in compliance with the following:

1. Permission form must be completed and signed by licensed health care provider.
2. Permission form must be signed by the parent or legal guardian.
3. Medication must be brought to school in the original container, properly labeled with the student's name and correct dosage by a registered pharmacist as prescribed by law. "Over the counter" medication must be in sealed original container.
4. Only medication or treatment that is necessary so the pupil can attend school or benefit from his or her educational program should be given during the school day.

Student's Name:_____ DOB:_____

School:_____ Diagnosis/Condition:_____

TO BE COMPLETED BY APPROPRIATE HEALTH CARE PROVIDER:

Medication and/or treatment ordered: _____

Times and dosages to be given at school: _____

Special orders and/or side effects to be monitored: _____

_____

Student has been instructed on self-administration of medication and/or treatment and is authorized to do so in school: _____ NO _____ YES

Printed Name of Physician: _____ Phone Number:_____

Signature of Physician: _____ Date: _____

_____

TO BE COMPLETED BY PARENT OR GUARDIAN:

I give permission for my child, _____, to receive the medication and /or special health care services as directed at school. I also give permission for the school nurse, or his/her delegated representative, and the student's health care provider(s) to share information regarding this diagnosis or condition. I further understand that any school employee who administers any drug to my child in accordance with written instructions from the licensed health care provider shall not be liable for damages as a result of an adverse drug reaction suffered by the student because of administering such drug. I acknowledge that the school and its employees incur no liability for any injury resulting from the self-administration of medication.

_____	_____	_____
Signature of Parent or Guardian	Date	Emergency Phone

Student Activities **JH**

(See DK, JGFB, JM and KG)

The principal shall be responsible for organizing and approving all student activities. All school-sponsored activities shall be supervised by an adult approved by the administration.

Eligibility for Activities

Unless otherwise provided herein, students who participate in any school activity shall meet the following requirements:

- all applicable KSHSAA regulations;
- academic eligibility requirements noted in handbooks; and
- other requirements requested by the administration and approved by the board.

Participation in Kansas State High School Activity Association Activities

Any student who meets the requirements outlined below shall be permitted to participate in any activities, including any district-sponsored events, ceremonies, programs, or other functions directly related to such district activity, offered by the district that are regulated, supervised, promoted and developed by the Kansas State High School Activities Association ("KSHSAA").

The board may require a student who participates in an activity pursuant to this policy, including, but not limited to, virtual school students, to enroll in or complete a particular course as a condition of participation, if such requirement is imposed upon all other students who participate in a particular KSHSAA activity.

Except as provided in this policy regarding modified academic eligibility requirements for home school students, any student who seeks to participate in an activity pursuant to this policy shall be subject to any tryout or other participation requirements that are otherwise applicable to all other students for participation in activity.

Virtual School or Nonpublic Elementary or Secondary School Students

Formatted: Policy Heading 2

Any student meeting the following requirements shall be permitted to participate in any district sponsored KSHSAA activities ~~that are regulated, supervised, promoted, and developed by the Kansas State High School Activities Association ("KSHSAA")~~. The requirements include:

- Being a resident of the school district;
- being enrolled and attending a virtual school as defined in state law ~~K.S.A. 72-3712~~ or a nonpublic elementary or secondary school;
- complying with the statutory health certification and inoculation requirements ~~of K.S.A. 72-6262, as amended,~~ prior to participation in any such activity;

- meeting applicable age and eligibility requirements required by KSHSAA;
- paying any fees required by the district for participation in such activity, if such fees are generally imposed upon all other students who participate in the activity; and
- seeking participation at the appropriate school of the district that corresponds to where the student resides within the school district's respective school attendance boundaries established by the board.

Except as otherwise provided in this policy, any student attending a virtual school, who seeks to participate in an activity in the student's resident school district shall not be required to enroll in or attend a minimum number of courses at such school district.

Any student attending a home school, who is a resident of the district and seeks to participate in a KSHSAA activity sponsored by the district, shall be deemed to meet any academic eligibility requirements established by KSHSAA for participation in such activity if:

- The student is maintaining satisfactory progress towards achievement or promotion to the next grade level; and
- the parent, teacher, or organization that provides instruction to the student submits an affidavit or transcript to KSHSAA indicating the student meets these academic eligibility requirements.

Upon submission of an affidavit, the student attending a home school shall be deemed to meet any academic eligibility requirements established by KSHSAA and shall retain such academic eligibility during the activity season for which the affidavit was submitted.

Any student who withdraws from the district and subsequently enrolls in an accredited private school, a nonpublic elementary or secondary school or a virtual school shall not be eligible for full participation in any activities offered by the district immediately following the student's withdrawal in accordance with KSHSAA's academic eligibility policies, unless the student was eligible for full participation in any such activities pursuant to the eligibility policies of the district and KSHSAA on the date of withdrawal and the student participates in such activities at the school from which such student withdrew. The student may be permitted limited participation in any such activities in accordance with the eligibility policies of the district and KSHSAA.

~~The board may require a student who participates in an activity pursuant to this policy, including, but not limited to, virtual school students, to enroll in or complete a particular course as a condition of~~

~~participation, if such requirement is imposed upon all other students who participate in a particular KSHSAA activity.~~

~~Except as provided in this policy regarding modified academic eligibility requirements for home school students, and any student who seeks to participate in an activity pursuant to this policy shall be subject to any tryout or other participation requirements that are otherwise applicable to all other students for participation in the activity.~~

Kansas Academy of Mathematics and Science Students

Any student who meets the following requirements shall be permitted to participate in any district-sponsored KSHSAA activities. The requirements include:

- Being enrolled in and attending the Kansas academy of mathematics and science;
- complying with the statutory health certification and inoculation requirements prior to participation in any such activity;
- meeting applicable age and eligibility requirements required by KSHSAA;
- paying any fees required by the district for participation in such activity, if such fees are generally imposed upon all other students who participate in the activity; and
- seeking participation at the appropriate school of the district that corresponds to where the postsecondary educational institution designated by the state board of regents for the Kansas academy of mathematics and science program.

Formatted: Policy Bullet 1

Adding or Eliminating Activities

Administrative recommendations to add or eliminate specific activities {shall/may} be considered by the board. Individual patrons or groups of patrons may request the addition or elimination of activities using rules approved by the board and filed with the clerk.

Activity Fund Management

The building principals shall maintain an accurate record of all student activity funds in the respective attendance centers. A monthly report to the board on the revenue and expenditures of the activity fund shall be made. No funds shall be expended from these accounts except in the support of the student activity program.

Receipts shall be issued for all revenue taken into the activity fund of each attendance center. All payments from the activity fund shall be by checks provided for that purpose.

Approved: 4/6/92
Revised: 11/11/13; 8/28/23; 7/14/25

Reviewed: 7/22/24~~Approved:~~

~~KASB Recommendation – 6/00; 4/07; 11/12; 12/15; 6/23; 6/24~~; 6/25

(See KGB)

~~The board recognizes the importance of working with media to inform the community. The superintendent is responsible for establishing an effective working relationship with the news media.~~

~~Notifications~~

~~Media releases concerning school events and programs may be distributed to the media with approval by the administrator. All other media releases prepared for public distribution must have prior approval of the superintendent. Copies of media releases will be distributed to board members~~.

Upon presentation of proper credentials, members of the press on assignment will be admitted free of charge to all school extra-curricular activities. To the extent possible, space will be provided at sporting and special events for members of the working media to cover extra-curricular activities.

Broadcasting, Livestreaming, and Recording

The superintendent is authorized to establish rules and regulations for broadcasting, livestreaming, and recording district activities in accordance with any relevant law and KSHSAA rules governing any particular event.

The appropriate building principal shall be responsible for determining eligibility, ensuring proper security protocols, and issuing passes to press members on assignment to cover school events. Members of the broadcast media are encouraged to notify the superintendent or building principal prior to the event they wish to cover, so arrangements may be made to accommodate their equipment.

The board is not obligated to broadcast, livestream, or record its board meetings. However, if the board elects to livestream any board meeting on television, the internet, or any other medium, all aspects of any such open meeting will be available through the selected medium for the public to observe, absent any unintentional technological failure or action taken by the provider of the medium disrupting or preventing the livestream.

News Releases

News and information concerning building events and programs may be released to the media with the approval of the principal. District news releases prepared for public distribution by district employees or students shall have the superintendent's approval prior to release. The superintendent shall, upon request, prepare official district news releases for the board.

~~Media~~ Conferences and Interviews

~~Any media~~ News ~~conferences~~ and interviews ~~must have prior approval by the superintendent and~~ shall be scheduled so they do not disrupt ~~the~~ regular educational activities. ~~of the schools.~~ ~~The board will be notified of media conferences and interviews.~~ Representatives of the news media seeking to interview a student during school hours must first have the principal's approval and permission from the student's parent or guardian.

Adopted: 4/20/92

Revised: 7/22/24; 7/14/25

~~**Media Relations** **KBC-R**~~

~~News media are expected to cooperate with the schools in their efforts to provide a safe, orderly and inviting learning environment in which disruptions to instructional time are minimized. The principal or superintendent may require news media to leave or prevent news media from entering school grounds if the news media's presence interferes with these efforts.~~

~~Approved: 7/22/24~~

Concealed Observations **KGB**

(See JGGA)

Unless otherwise provided in this policy or policy JGGA, individuals are prohibited from recording students, employees, and/or board members surreptitiously or through the use of concealed audio and/or visual recording devices. This prohibition is in effect at school, on or in district property, and at meetings and conferences held for educational or disciplinary purposes.

Exceptions to this prohibition include the use of video surveillance throughout district facilities and in district vehicles, provided in accordance with JGGA; the recording or livestreaming of open meetings subject to the Kansas Open Meetings Act; the recording of due process hearings or student disciplinary hearings for evidentiary purposes; recording of students for use during the student's evaluation or provision of special education services with the principal's prior permission; and the recording of a school sponsored activity, program, or event which is open to the general public.

Individuals wishing to record students, employees, or board members at school, on or in district property, or at meetings and conferences as previously described shall first notify the superintendent or building principal in advance. If such recording is not prohibited by law or policy, the administrator may allow the recording and may make arrangements to record on behalf of the district.

~~Approved:~~Adopted: 4/20/92

Revised: 7/22/24; 7/14/25

~~KASB Recommendation 6/16~~; ~~6/25~~

Visitors to the School **KM**

The board encourages patrons and parents to visit district facilities. Patron visits shall be scheduled with the teacher and the building principal.

Notices shall be posted in school buildings to require visitors to check in at the office before proceeding to contact any other person in the building or on the grounds.

Any person who visits a building and/or grounds of the district will be under the jurisdiction of the building principal who shall be responsible for developing rules and regulations governing the presence of visitors in the buildings.

In accordance with Kansas law, off-duty law enforcement officers identifying themselves as such upon entry into a district building cannot be requested or required to provide or record personal information such as their email address, home phone number, or home address. Nor shall such officers be required to wear any item identifying them as a law enforcement officer or as being armed.

The principal has authority to request assistance from law enforcement if any visitor to the district's buildings or grounds refuses to leave or creates a disturbance. Violation of this rule may lead to removal from the building or grounds and denial of further access to the building or grounds. Violators of this board policy may be subject to the state trespass law.

~~Approved:~~ Adopted: 4/20/92

Reviewed: 7/22/24

Revised: 7/14/25

~~KASB Recommendation – 3/00; 4/07;~~ 6/25

(See BCBI, DE, GAAC, GAACA, GAAB, GAAF, IF, IKD, JCE, JGEC, JGECA, and KNA)

General Complaints

The board encourages all complaints regarding the district to be resolved at the lowest possible administrative level. If the investigation and determination procedures of a complaint are not regulated in another board policy or the negotiated agreement, as applicable, it will be designated a general complaint subject to processing under this policy. Whenever a general complaint is made directly to the board as a whole or to a board member as an individual, it will be referred to the administration for study and possible resolution pursuant to the procedures outlined in this policy.

Informal Procedures

The building principal shall attempt to resolve general complaints in an informal manner at the building level. Any school employee who receives a general complaint shall inform the individual of the employee's obligation to report the complaint and any proposed resolution of the complaint to the building principal. Upon becoming aware of a complaint, the building principal shall, within a reasonable time, but without delay, discuss the complaint with the individual to determine if it can be resolved. If the matter is resolved to the satisfaction of the individual, the building principal shall document the nature of the complaint and the proposed resolution and forward this record to the district compliance coordinator.

If the matter is not resolved to the satisfaction of the individual in the meeting with the principal, or if the individual does not believe the resolution remains acceptable, the individual may initiate a formal complaint.

Formal Complaint Procedures

- A formal complaint shall be filed within 10 school days of the conclusion of the informal procedures. The formal complaint shall be in writing and contain the name and address of the person filing the complaint. The complaint shall briefly describe the alleged violation. If an individual does not wish to file a written complaint, and the matter has not been adequately resolved through the informal procedures, the building principal may initiate the complaint. Forms for filing written complaints are available in each school building office and the central office.
- If appropriate, an investigation shall follow the filing of the complaint. If the complaint is against the superintendent, the board may appoint an investigating officer. In other instances, the investigation shall be conducted by the building principal, the compliance coordinator, or another individual appointed by the board or the superintendent. The investigation shall be informal but thorough. The complainant and the respondent will be afforded an opportunity

to submit written or oral evidence relevant to the complaint and to provide the names of potential witnesses who may have useful information.

- A written determination of the complaint's validity and a description of the resolution shall be issued by the investigator~~,~~ and forwarded to the complainant and the respondent. If the investigator anticipates a determination will not be issued within 45 days after the filing of the complaint, the investigator shall provide written notification to the parties including an anticipated deadline for completion.
    - If the investigation results in a recommendation that a student or staff member be subject to discipline, the specifics will not be included in the written determination provided to the parties to protect the privacy rights of the student or staff member.
    - If the investigation results in a recommendation that a student be suspended or expelled, procedures outlined in board policy and state law governing student suspension and expulsion will be followed.
    - If the investigation results in a recommendation that an employee be suspended without pay or terminated, procedures outlined in board policy, the negotiated agreement (as applicable), and state law will be followed.
- Records relating to complaints filed and their resolution shall be forwarded to and maintained in a confidential manner by the district compliance coordinator.

Appeal Procedures

The complainant or respondent may appeal the determination of the complaint. Appeals shall be heard by the district compliance coordinator, a hearing officer appointed by the board or superintendent, or by the board itself. The request to appeal the determination shall be made within 20 days after the date of the written determination of the complaint at the lower level. The appeal officer shall review the evidence gathered by the investigator at the lower level and the investigator's report and shall afford the complainant and the respondent an opportunity to submit further evidence, orally or in writing, within 10 days after the appeal is filed. Whenever an appeal officer is appointed to review an appeal, the appeal officer will prepare a written report to the board within 30 days after the appeal is submitted for decision. The board shall render its decision not later than the next regularly scheduled meeting of the board following the receipt of the report and provide the parties with notice of the result of the appeal. Any matter determined by the board in accordance with this process shall be valid to the same extent as if the matter were fully heard by the board without an appeal officer.

Use of this complaint procedure is not a prerequisite to the pursuit of any other remedies including the right to file a complaint with the Office for Civil Rights of the U.S. Department of Education, the Equal Employment Opportunity Commission, or the Kansas Human Rights Commission.

If it is determined at any level that a violation of board policy or school rules occurred, the district will take prompt, remedial action to prevent reoccurrence. The district prohibits retaliation or discrimination against any person for participating in the complaint process; or making a complaint, testifying, assisting, or participating in any investigation, proceeding, or hearing.

Complaints Against the Superintendent

A complaint against the superintendent shall be filed in writing with the clerk of the board of education as soon as possible after the conduct occurs that led to filing a complaint but not later than 20 days after the complainant becomes aware of the alleged violation, unless the conduct forming the complaint is ongoing. If appropriate, the~~The~~ board, or the board's designee, shall investigate the complaint. If the board appoints a designee to conduct the investigation, the designee shall submit a report of the designee's findings upon which the board will decide the complaint. The board shall review the report and decide the matter as soon as reasonably possible but not later than sixty (60) days after the complaint is filed. After the board has reviewed the report, it may, in its sole discretion, request a meeting with the investigator or any party. The board may extend the timeframe for issuing a decision by providing the complainant with written notice of the proposed decision date. There is no appeal from the board's decision.

Complaints About Discrimination on the Basis of Sex

Complaints regarding alleged discrimination on the basis of sex, as prohibited by Title IX of the Education Amendments of 1972 and other federal and state laws regulating such discrimination and discriminatory harassment, shall be handled in accordance with the procedures outlined in board policies GAAC, for staff, and JGEC, for students, and shall be directed to the Title IX Coordinator at (Position or name, address, email address, and phone number of Title IX Coordinator).

Complaints About Discrimination or Discriminatory Harassment Not on the Basis of Sex

Discrimination against any individual on the basis of race, color, national origin, sex, disability, age, genetic information, or religion in the admission to, access to, treatment, or employment in the district's programs and activities is prohibited. (Position, address, email address, and phone number of the district compliance coordinator) has been designated to coordinate compliance with nondiscrimination requirements contained in Title VI and Title VII of the Civil Rights Act of 1964 (with the exception of discrimination on the basis of sex), Section 504 of the Rehabilitation Act of 1973, and the Americans with

Disabilities Act of 1990, the Age Discrimination Act of 1975, the Personal Responsibility Work Opportunity Reconciliation Act of 1996, and the Food Stamp Act of 1977, as amended.

For more information regarding what qualifies as discrimination or harassment on the basis of race or disability, see board policies GAACA applying to staff members and JGECA applying to students.

For information regarding the investigation or resolution process for complaints of discrimination or discriminatory harassment not involving sex-based conduct or district child nutrition programs, see board policies GAAB for staff members and JCE for students.

Complaints Concerning Child Nutrition Programs

Complaints alleging discrimination in child nutrition programs offered by the district shall be handled in accordance with the procedures outlined in board policy KNA.

Complaints About Policy

The superintendent shall report any unresolved complaint about policies to the board at the next regularly scheduled board meeting.

Complaints About Curriculum

The superintendent shall report a failure to resolve any complaint about curriculum to the board at the next regularly scheduled board meeting. See board policy IF for complaints dealing with textbooks and instructional materials.

Complaints About Instructional Materials

The building principal shall report any unresolved complaint about instructional materials to the superintendent promptly after receiving the complaint. See board policy IF.

Complaints About Facilities and Services

The superintendent shall report any unresolved complaint about facilities and services to the board at the next regularly scheduled board meeting.

Complaints About Personnel

The superintendent or the building principal involved shall report any unresolved complaint about personnel to the board at the next regularly scheduled board meeting.

Complaints About Emergency Safety Intervention Use

Complaints concerning the use of emergency safety interventions by district staff shall be addressed in accordance with the local dispute resolution process outlined in board policy GAAF.

Complaints About School Rules

Any student may file a complaint with the principal concerning a school rule or regulation that applies to the student. The complaint shall be in writing, filed within 20 days following the application of

the rule or regulation, and must specify the basis for the complaint. The principal shall investigate the complaint and inform the student of the resolution within 10 days after the complaint is filed.

~~**Complaints** KN 5~~

~~Approved:~~

~~KASB Recommendation 9/97; 8/98; 3/00; 4/07; 6/13; 6/15; 6/20; 7/20; 12/22; 6/23; 12/24~~; 6/25

Revised: 4/5/93; 6/15/98; 8/11/03; 9/7/04; 7/16/07; 3/4/13; 12/2/13; 9/11/23

Reviewed: 7/23/24

Revised: 2/17/25