



GARDEN CITY PUBLIC SCHOOLS

Regular Board of Education Meeting

Garden City USD 457

Monday, July 13, 2026 - 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

Thirty seconds of silent reflection will be observed.

C. DELEGATIONS, Q & A, PUBLIC COMMENTS, RECOGNITIONS, COMMITTEE REPORTS

Public Forum Guidelines

The Board requests that all members of the public respect the rules outlined below so that everyone that wants an opportunity to provide input will be given the chance.

- *Speakers are asked to fill out a public comment form and present it to the Clerk of the Board.*
- *The board president may ask groups with the same interest to appoint a spokesperson to deliver the group's message.*
- *Speakers are asked to start by stating their name and address of where they reside.*
- *Speakers are limited to 5 minutes to make their presentations. Time taken for board members to read materials presented at the board meeting will be considered part of the time allotted for the individual's or group's presentation.*
- *Except to ask clarifying questions, board members shall not interact with speakers at the open forum.*

D. APPROVAL OF AGENDA with the following amendments:

D.1. Additional certified and classified personnel actions for consideration, Item F.3.

D.2. Add Item F.4.i., Board of Education Policy title change from JCDBC Student Personal Electronic Communications Devices to JCDC Student Personal Electronic Communications Devices to align with KASB. The former policy, JCDBC Personal Electronic Communication Devices, is now obsolete.

D.3. Revised Item F.4.b.ii, Designation of the official newspaper and depositories.

D.4. Remove Item H.5., The Board of Education is asked to consider and approve proposed Service Order #3 for the design and bid fee to re-roof of areas B & C at Georgia Matthews Elementary School — GMCN in the amount of \$21,500.00

E. Election of Board of Education President and Vice President

E.1. President

E.2. Vice President

F. CONSENT AGENDA

F.1. Minutes

F.1.a. Minutes of the June 25, 2026, Regular Board of Education Meeting

F.2. Accounts Payable totaling \$26,917,394.17, noting that all major accounts contain adequate balances to meet current obligations.

Reviewers: Katie Cole and Jacob Jenkins

F.3. Personnel

F.3.a. Certified

F.3.b. Classified

F.4. Other

F.4.a. Board of Education Standards for the 2026-27 School Year

Board members will sign the Board of Education Standards document.

F.4.b. **ANNUAL REORGANIZATION** — recommend the following actions be taken:

F.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 - Morris Laing Law Firm

F.4.b.ii. **Designation of the official newspaper and depositories.**

That The Garden City Telegram be named the official newspaper for USD 457 for the 2026–27 fiscal year; and that Commerce Bank, Dream First Bank and Security Savings 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 2026-27 fiscal year; and that Jessica Nothern, Chief Financial Officer, shall serve as designated depository of the board's funds on behalf of the district.

F.4.b.iii. **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 Thon₂

- Homeless Coordinator – Monica Diaz
- Foster Care Contact – Steve Nordby

F.4.b.iv. **Appoint Representatives for the Nutrition Services Program and KPERS** – appoint Jill Reagle as representative for the School Lunch Program and Rebecca Partin as representative for the Kansas Public Employees Retirement System for the fiscal year 2026-27.

F.4.b.v. **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 2026-27 school year.

F.4.b.vi. **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.

F.4.b.vii. **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.

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

F.4.b.ix. **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.

F.4.b.x. **Recognize the collective bargaining unit for the 2027-28 school year** – recognize the Garden City Education Association as the collective bargaining unit for the 2027-28 school year.

F.4.b.xi. **Adopt a Resolution to Establish Board of Education Regular Meeting Dates**

F.4.b.xii. **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 2026-27.

F.4.b.xiii. **Adopt a Resolution to Establish Petty Cash Accounts and Limits**

F.4.b.xiv. **Adopt a Resolution to Establish a Student Activities Fund**

F.4.b.xv. **Adopt a Resolution for 1,116-hour school term.**

F.4.b.xvi. **Adopt a Resolution to Establish Home Rule.**

F.4.b.xvii. **Adopt a Resolution to provide early payment of district bills.**

F.4.b.xviii. **Adopt a Resolution Rescinding Policy Actions found in the minutes of this Board of Education prior to June 30, 2026**, and adopt the written policies as presented and recommended by the Superintendent of Schools to govern USD 457 during the 2026-27 school year, subject to periodic review, amendment, and revisions by the Board of Education.

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

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

F.4.d. The Board of Education is asked to consider and approve the revised 2026-27 District Calendar.

F.4.e. 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 2026-2027 school year.

F.4.f. The Board of Education is asked to consider and approve the updated Memorandum of Understanding (MOU) agreement between USD 457 Compass Behavioral Health for 2026-2027.

F.4.g. 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 for 2026-2027.

F.4.h. The Board of Education is asked to consider and approve the Certified Physical Therapist Services Agreement between USD 457 and Jessica King for 2026-2027.

F.4.i. Board of Education Policy title change from JCDBC Student Personal Electronic Communications Devices to JCDC Student Personal Electronic Communications Devices to align with KASB. The former policy, JCDBC Personal Electronic Communication Devices, is now obsolete.

G. BOARD REPORTS

G.1. Budget Update

H. NEW BUSINESS

H.1. Board Committee Assignments

H.2. The Board of Education is asked to consider and approve the contract with The New Teacher Project (TNTP) to work with Abe Hubert Elementary School for Targeted Support for Improvement (TSI) to increase student achievement. (First Read, action requested)

H.3. The Board of Education is asked to consider approve the implementation of 6th grade intramurals at Bernadine Sitts and Charles Stones Intermediate Centers in Partnership with Blue Cross Blue Shield and the Pathways to a Healthy Kansas Initiative Grant and adopt A RESOLUTION AUTHORIZING THE SUPERINTENDENT TO TAKE ACTIONS NECESSARY TO COMPLETE MINIMUM REQUIREMENTS MAKING THE UNIFIED SCHOOL DISTRICT 457 GARDEN CITY PUBLIC SCHOOLS ELIGIBLE TO RECEIVE A NONCOMPETITIVE IMPLEMENTATION GRANT FOR THE PATHWAYS TO A HEALTHY KANSAS YOUTH PHYSICAL ACTIVITY PACKAGE. (First Read)

H.4. The Board of Education is asked to consider and approve a bid to re-roof areas G & J at Horace Good Middle School — DV Douglass in the amount of \$258,300.00. (First Read)

H.5. The Board of Education is asked to consider and approve a Scope of Work (SOW) proposal for the Core Facilities Conditions Assessment (FCA) for Garden City Public School District #457 Campuses - FMX in the amount of \$129,332.77. (First Read)

H.6. The Board of Education is asked to consider and approve authorization for Jessica Nothern, Chief Financial Officer, to apply for and administer credit card accounts through Dream First Bank for the purpose of managing and supporting Student Fund Activities. (Action requested)

H.7. The Board of Education is asked to consider and approve the following revised Board of Education policies (First Read):

H.7.a. CCA Organizational Chart

H.7.b. DFE Investment of Funds

H.7.c. EBBE Emergency Drills

H.7.d. EE Food Services

H.7.e. GAAC Sex-Based Discrimination (revised-name change)

H.7.f. JB Attendance Records

H.7.g. JBC Enrollment

H.7.h. JBCC Enrollment of Nonresident Students

H.7.i. JBD Absences and Excuses

H.7.j. JGEC Sex-Based Discrimination (revised- name change)

H.7.k. JGFGA Administration of Emergency Opioid Antagonists

H.7.l. JGFGBA Student Self-Administration of Medication

H.7.m. JQKA Foreign Exchange Student

H.7.n. JRB Release of Student Records

I. BOARD OPEN DISCUSSION

- **Randy Ralston**
- **Rebecca Swender**
- **Katie Cole**
- **Nathan Haeck**
- **Robin Bergkamp**
- **Mark Hinde**
- **Jacob Jenkins**
- **Josh Guymon**

J. NEXT BOARD MEETING

The next regular meeting of the Board of Education will take place on July 30, 2026, at 5:00 PM in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.

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

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

L. ADJOURNMENT

DRAFT* MINUTES *DRAFT

Regular Board of Education Meeting Thursday, June 25, 2026 - 5:00 PM 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 25, 2026, at 5:00 PM in the Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846.

Board members present were Katherine Cole; Mark Hinde; Randy Ralston; Rebecca Swender; Robin Bergkamp. Nathan Haeck and Jacob Jenkins were absent. Joining board members at the conference table was Superintendent, Josh Guymon. Also in attendance was Jessica Nothern, Chief Financial Officer.

President Randy Ralston called the meeting to order at 5:00 PM.

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. Additional certified personnel actions for consideration, Item D.3.

C.2. Additional 2026–27 handbooks for consideration, Item D.4.j.

C.3. Add Item E., Unfinished Business.

C.4. Remove Item D.4.h. from the Consent Agenda, The Board of Education is asked to consider and approve the new Board of Education Policy IIBGC Staff Online Activities, and move it to Unfinished Business, Item E.1.

Action(s):

I move to approve the meeting agenda as amended. This motion, made by Mark Hinde and seconded by Katie Cole, Carried.

Bergkamp: Yea

Cole: Yea

Haeck: Absent

Hinde: Yea

Jenkins: Absent

Ralston: Yea

Swender: Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 2

D. CONSENT AGENDA

Action(s):

I move to approve all consent agenda items as amended. This motion, made by Mark Hinde and seconded by Rebecca Swender, Carried.

Bergkamp: Yea
Cole: Yea
Haeck: Absent
Hinde: Yea
Jenkins: Absent
Ralston: Yea
Swender: Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 2

D.1. Minutes

D.1.a. **Minutes** of the June 8, 2026, Regular Board of Education meeting – approved as presented.

D.2. **Accounts Payable** totaling \$8,791,992.21, noting that all major accounts contain adequate balances to meet current obligations – approved as presented.

D.3. **Personnel** – all certified and classified personnel actions were approved as presented.

D.3.a. Certified

Resignations: William Ward, is requesting release from his 2026-2027 letter of intent for social studies teacher position at Garden City High School. It is recommended that he be released from his contract without a suitable replacement.

Appointments: Emily Burns, Kaleb Hagans, Kaden Willams

Tuition Reimbursement Agreement: Maribel Sanchez — Master's Degree

D.3.b. Classified

Resignations: Juan Villatoro Sorto, Jayda Kristalyn, Nessa Cruz

Transfers:

- Brian Virgil from Bus Driver at Transportation to Custodian I at Plant Facilities

D.4. Other

D.4.a. Adopted a RESOLUTION FOR YEAR END TRANSFERS.

D.4.b. Approved the following Curriculum Council items:

D.4.b.i. New Requests - High School
Project Search

D.4.c. Approved the quote proposed for replacing the control system for the net and goals in the gyms at Garden City High school — Power-Touch 6 Pro Primary Panel - 16 Devices — ATHCO, in the amount of \$25,410.00.

D.4.d. Approved Service Order #10 for the Kenneth Henderson Middle School expansion with a proposed design and bid fee of 7.5% of the owners' cost of the work.

D.4.e. Approved Service Order #11 for the security vestibule remodels at Bernadine Sitts Intermediate Center and Charles Stones Intermediate Center with a proposed design and bid fee of 8% of the owners' cost of the work.

D.4.f. Approved Service Order #12 for the Jennie Wilson Elementary School remodel with a proposed design and bid fee of 8% of the owners' cost of the work.

D.4.g. Approved the revised Board of Education Policy JCDBC Student Personal Electronic Communications Devices.

D.4.h. Adopted the 2027-2028 District Calendar.

D.4.i. Approved a Memorandum of Agreement (MOA) between Russel Child Development Center (RCDC) and USD 457 Garden City Parents as Teachers to implement the Maternal, Infant, and

Early Childhood Home Visiting (MIECHV) program, a one-year agreement from September 30, 2026, through September 30, 2027.

D.4.j. Approved the following 2026–27 handbooks.

- Administrator Handbook
- Classified Handbook
- GCHS Athletic/Activity Handbook
- Middle Schools Athletic and Activity Handbook

E. UNFINISHED BUSINESS

E.1. The Board of Education is asked to consider and approve the new Board of Education Policy IIBGC Staff Online Activities. Josh Guymon, Superintendent, opened the floor for discussion. The following action took place.

Action(s):

I move to approve the new Board of Education Policy IIBGC Staff Online Activities. This motion, made by Mark Hinde and seconded by Rebecca Swender, Carried.

Bergkamp: Yea
Cole: Nay
Haeck: Absent
Hinde: Yea
Jenkins: Absent
Ralston: Yea
Swender: Yea

Voting Summary: Yea: 4, Nay: 1, Absent: 2

NEXT BOARD MEETING - The next regular meeting of the Board of Education will take place on Monday, July 13, 2026, at 6:00 PM in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.

F. ADJOURNMENT – With no further business to come before the board, the following action was taken.

Action(s):

That the Board of Education meeting be adjourned at 5:20 PM. This motion, made by Robin Bergkamp and seconded by Katie Cole, Carried.

Bergkamp: Yea
Cole: Yea
Haeck: Absent
Hinde: Yea
Jenkins: Absent
Ralston: Yea
Swender: Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 2

Respectfully submitted,

Approved:

Jennifer Ramos, Clerk

Randy Ralston, President

BOARD OF EDUCATION

Certified Personnel Actions

July 13, 2026

APPOINTMENTS:

Janna Strecker, Garden City, Kansas, is recommended for an interventionist position at Buffalo Jones Elementary School. She is a former USD 457 teacher with thirty six years of experience.

Jeroldine Jones, Lakin, Kansas, is recommended for a fourth grade position at Gertrude Walker Elementary School. She is a former USD 457 teacher with thirty two years of experience.

TRANSFERS:

Sheena Hemmert – from .60 art position at Abe Hubert Elementary School/.40 art position at Georgia Matthews Elementary School to .50 art position at Abe Hubert Elementary School /.50 art position at Buffalo Jones Elementary School.

Sara Sanders – from .50 art position at Florence Wilson Elementary School /.50 art position at Buffalo Jones Elementary School to .75 art position at Florence Wilson Elementary School /.25 art position at Jennie Barker Elementary School.

Ashley Powers – from .50 ESL position at Jennie Wilson Elementary School/.5 art position at Jennie Wilson Elementary School to .50 art at Jennie Wilson Elementary School/.25 art position at Plymell Elementary School/.25 art position at Gertrude Walker Elementary School.

Christi Lewis – from .50 art position at Alta Brown Elementary School/.50 art position at Gertrude Walker Elementary School to .75 art position at Alta Brown Elementary School/.25 art position at Georgia Matthews Elementary School.

POSITION CHANGES: Drew Thon, deputy superintendent, is requesting the following position changes effective for the 2026-27 school year:

- Close .50 ESL position at Jennie Wilson Elementary School
- Open .25 art position at Jennie Barker Elementary School
- Open .25 art position at Plymell Elementary School
- Close .25 art position at Gertrude Walker Elementary School
- Open .25 art position at Alta Brown Elementary School to combine with the currently .50 art position at Alta Brown Elementary School to create .75 position.
- Close .10 art position at Abe Hubert Elementary School
- Close .15 art position at Georgia Matthews Elementary School
- Open .25 art position at Florence Wilson Elementary School to combine with the currently .50 art position at Florence Wilson Elementary School to create .75 position.
- Close 1.0 kindergarten position at Abe Hubert Elementary School
- Close 1.0 fifth grade position at Abe Hubert Elementary School
- Close 1.0 sixth grade position at Abe Hubert Elementary School
- Close 1.0 fourth grade position at Victor Ornelas Elementary School
- Close 1.0 second grade position at Florence Wilson Elementary School

STIPEND: Jessica Nothorn, chief financial officer, is requesting the following stipend for the 2026-27 school year

- after school program stipend

BOARD OF EDUCATION

Addendum to Certified Personnel Actions

July 13, 2026

TUITION REIMBURSEMENT AGREEMENT:

Cheston Skinner – Master’s Degree

BOARD OF EDUCATION
Classified Personnel Actions

July 13, 2026

RESIGNATIONS	POSITION	BUILDING	DATE
Jacobi Lobmeyer	Teacher Apprentice	Florence Wilson Elementary School	5/22/2026
Manuel Gonzales	Paraprofessional I Full Time	Juvenile Detention Center	7/31/2026

ASSIGNMENTS	POSITION	BUILDING	DATE
Steven Barber	Grounds I	Plant Facilities	6/29/2026
Judith Bohaboy	Office Assistant I	Transportation	7/1/2026
Roxanne Baier	Office Assistant II	Jennie Barker Elementary School	7/20/2026
Merlene Hernandez	Office Assistant I	Gertrude Walker Elementary School	7/20/2026
Nallely Nieto	Office Assistant II	Garden City High School	7/20/2026
Ruby Ruiz-Contreras	Paraprofessional I	Gertrude Walker Elementary School	8/7/2026
Lauren Wells	Paraprofessional II	Florence Wilson Elementary School	8/7/2026

TRANSFERS	FROM	TO	DATE
Berta Anaya Perez	Nutrition I Abe Hubert Elementary School	Nutrition I Horace Good Middle School	8/7/2026
Martha Arteaga	Paraprofessional III Therapeutic Educational Program	Paraprofessional III Edith Scheuerman Elementary School	8/7/2026
Maria Cruz	Paraprofessional I Bernadine Sitts Intermediate Center	Paraprofessional II Bernadine Sitts Intermediate Center	8/7/2026
Juana De La Torre	Nutrition I Abe Hubert Elementary School	Nutrition I Charles Stones Intermediate Center	8/7/2026
Rachell Dela Cruz	Paraprofessional III Charles O. Stones Intermediate Center	Paraprofessional III Garden City High School	8/7/2026
Amber Delinger	Paraprofessional II Florence Wilson Elementary School	Teacher Apprentice Florence Wilson Elementary School	8/7/2026
Brissa Ensastegui Moncada	Paraprofessional III Garden City Achieve	Paraprofessional I Alta Brown Elementary School	8/7/2026

Martina Glaze	Nutrition II Garden City High School	Nutrition IV Garden City High School	8/7/2026
Kirsten Gomez	Paraprofessional II Alta Brown Elementary School	Paraprofessional III Therapeutic Educational Program	8/7/2026
Catalina Gardea	Nutrition I Kenneth Henderson Middle School	Nutrition I Charles Stones Intermediate School	8/7/2026
Valentin Hernandez II	Paraprofessional I Library Georgia Matthews Elementary School	Paraprofessional I Georgia Matthews Elementary School	8/7/2026
Latasha Jackson	Paraprofessional I Alta Brown Elementary School	Paraprofessional I Buffalo Jones Elementary School	8/7/2026
Ma Juarez Castillo	Nutrition I Garden City High School	Nutrition III Garden City High School	8/7/2026
Rufina Hinojos	Para II Garfield Early Childhood Center	Parent Educator Garfield Early Childhood Center	7/22/2026
Maria Lara Juarez	Nutrition I Horace Good Middle School	Nutrition I Alta Brown Elementary School	8/7/2026
Gabriela Lemus Melendez	Paraprofessional II (0.5) Garfield Early Childhood Center	Paraprofessional I Victor Ornelas Elementary School	8/7/2026
Jacqueline Linares	Paraprofessional II (0.5) Alta Brown Elementary School	Paraprofessional I Alta Brown Elementary School	8/7/2026
Leonard Lopez	Paraprofessional III Garden City High School	Paraprofessional III Charles O. Stones Intermediate Center	8/7/2026
Irene Marquez	Paraprofessional II Kenneth Henderson Middle School	Paraprofessional II Charles O. Stones Intermediate Center	8/7/2026
Sofia Mendoz	Office Assistant II Jennie Barker Elementary School	Office Assistant II Garden City Achieve	7/20/2026
Elizabeth Murillo Cerantes	Paraprofessional I Horace Good Middle School	Paraprofessional III Therapeutic Educational Program	8/7/2026
Guadalupe Palomino Baca	Paraprofessional II Buffalo Jones Elementary School	Parent Educator Garfield Early Childhood Center	8/7/2026
Maria Perez	Paraprofessional I Garfield Early Childhood Center	Paraprofessional II Garfield Early Childhood Center	8/7/2026

Maribel Renteria	Nutrition I Horace Good Middle School	Nutrition I Garden City High School	8/7/2026
Abby Rodriguez	Office Assistant I Victor Ornelas Elementary School	Office Assistant II Florence Wilson Elementary School	7/20/2026
Yadhira Ruiz	Nutrition I Garden City High School	Nutrition II Jennie Barker Elementary School	8/7/2026
Noelia Saldana	Nutrition II Jennie Barker Elementary School	Nutrition III Edith Scheuerman Elementary School	8/7/2026
Meric Steinwand	Nutrition I Horace Good Middle School	Paraprofessional III Therapeutic Education Program	8/7/2026
Gabriela Urena	Paraprofessional I Garfield Early Childhood Center	Paraprofessional II Buffalo Jones Elementary School	8/7/2026

NOTES:

Drew Thon, Deputy Superintendent request the following for SY 26-27:

- OPEN Three (3) 1.0 FTE Paraprofessional I (Kindergarten) positions at Alta Brown Elementary School
- OPEN Three (3) 1.0 FTE Paraprofessional I (Kindergarten) positions at Florence Wilson Elementary School
- OPEN Three (3) 1.0 FTE Paraprofessional I (Kindergarten) positions at Victor Ornelas Elementary School
- OPEN Two (2) 1.0 FTE Paraprofessional I (Kindergarten) positions at Abe Hubert Elementary School
- OPEN Two (2) 1.0 FTE Paraprofessional I (Kindergarten) positions at Buffalo Elementary School
- OPEN Two (2) 1.0 FTE Paraprofessional I (Kindergarten) and One (1) 1.0 FTE Intervention Paraprofessional positions at Jennie Wilson Elementary School
- OPEN Two (2) 1.0 FTE Paraprofessional I (Kindergarten) positions at Edith Scheuerman Elementary School
- OPEN One (1) 1.0 FTE Paraprofessional I (Kindergarten) position at Jennie Barker Elementary School
- OPEN One (1) 1.0 FTE Paraprofessional I (Kindergarten) position at Plymell Elementary School
- OPEN One (1) 1.0 FTE Paraprofessional I (Kindergarten) position at Georgia Matthews Elementary School
- OPEN One (1) 1.0 FTE Paraprofessional I (Kindergarten) position at Gertrude Walker Elementary School

LeeAnn Thon, HR Coordinator request the following for SY 26-27:

- OPEN Two (2) 1.0 FTE Parent Educator Positions at Garfield Early Childhood Center

Gina Galpin, Director of Special Education, request the following for 26-27:

- CLOSE One (1) 1.0 FTE Paraprofessional I position at Plymell Elementary School
- OPEN: One (1) 1.0 FTE Paraprofessional I position at Bernadine Sitts Intermediate Center
- OPEN: One (1) 1.0 FTE Paraprofessional II position at Bernadine Sitts Intermediate Center

BOARD OF EDUCATION
Classified Personnel Actions Addendum

July 13, 2026

NOTE:

Correction to Classified Actions (7/13/26):

- CLOSE One (1) 1.0 FTE Paraprofessional I position at Bernadine Sitts Intermediate Center. The agenda item incorrectly stated OPEN and should have read CLOSE.

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

Principals, Associate Principals & Attendance Officers Garden City U.S.D. #457 (2026-27)

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..... Justin Reich

VIRTUAL ACADEMY 1312 N. 7th St. 805-8600
 Principal..... Justin Reich

MIDDLE SCHOOLS

Horace J. Good Middle School 1412 N. Main St. 805-8100
 Principal..... Brad Springston
 Associate Principal..... Amber Potts
 Teacher on Special Assignment (TOSA) Cheston Skinner

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

INTERMEDIATE CENTERS

Bernadine Sitts Intermediate Center3101 N. Belmont Place 805-8200
 Principal..... Bradley Hill
 Admin Intern ... Brittany Swank (.5)

Charles O. Stones Intermediate Center401 N. Jennie Barker Road 805-8300
 Principal..... Andrew Lee
 Admin Intern ... Brittany Swank (.5)

ELEMENTARY SCHOOLS

Abe Hubert 1205 A St. P - Karen Murrell/Michelle Thompson Admin Intern (.5) 805-8400
 Alta Brown..... 1110 E. Pine..... P - Julisa Flores/Michelle Thompson 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 - Joyce Aranda / 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 - Keri Petersen..... 805-7700
 Jennie Wilson..... 1401 E. Harding P - Adriana Caro 805-7750
 Plymell..... 20 W. Plymell Road P - Suzette Goldsby . 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 2027-001

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 13, 2026, established the following meeting schedule for regular Board of Education meetings to be held during the 2026-2027 school year.

July 13	Monday	6:00 p.m.	January 28 (Payables)	Thursday	5:00 p.m.
July 30 (Payables)	Thursday	5:00 p.m.	February 8	Monday	6:00 p.m.
August 10	Monday	6:00 p.m.	February 25 (Payables)	Thursday	5:00 p.m.
August 27 (Payables)	Budget Hearing Regular Meeting	5:00 p.m. 5:05 p.m.	March 8	Monday	6:00 p.m.
September 14	Monday	6:00 p.m.	March 25 (Payables)	Thursday	5:00 p.m.
September 24 (Payables)	Thursday	5:00 p.m.	April 12	Monday	6:00 p.m.
October 12	Monday	6:00 p.m.	April 29 (Payables)	Thursday	5:00 p.m.
October 29 (Payables)	Thursday	5:00 p.m.	May 10	Monday	6:00 p.m.
November 9	Monday	6:00 p.m.	May 27 (Payables)	Thursday	5:00 p.m.
December 14	Monday	6:00 p.m.	June 7	Monday	6:00 p.m.
January 11	Monday	6:00 p.m.	June 24 (Payables)	Thursday	5:00 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 13th day of July 2026, by the Board of Education of Unified School District No. 457, Finney County, Kansas.

President, Board of Education

Attest: _____

Jennifer Ramos, Board Clerk

RESOLUTION 2027-002

**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, 2026, 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, 2026.

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 13th day of July, 2026, 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

Resolution 2027-003

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 13th day of July, 2026.

President, Board of Education

Attest: _____

Jennifer Ramos, Board Clerk

Resolution 2027-004

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 13th day of July, 2026, by the Board of Education of Unified School District No. 457, Finney County, Kansas.

President, Board of Education

Attest: _____

Jennifer Ramos, Board Clerk

SCHOOL TERM RESOLUTION

Resolution 2027-005

BE IT RESOLVED that per KSA 72-1106, Section 1, the Garden City Public Schools Unified School District No. 457 Board of Education hereby adopt a school term for 2026-2027 of 1,116 hours in lieu of the 186-day school year.

President, Board of Education

Attest: _____

Jennifer Ramos, Board Clerk

Resolution 2027-006**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 13th day of July, 2026.

President, Board of Education

Attest: _____
Jennifer Ramos, Board Clerk

RESOLUTION 2027-007

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 13th of July, 2026, 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 13th of July, 2026.

President, Board of Education

Attest: _____

Jennifer Ramos, Board Clerk

Resolution 2027-008

**RESOLUTION RESCINDING POLICY ACTIONS
PRIOR TO JUNE 30, 2026
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, 2026, be rescinded, and that the Board of Education adopt the written policies as presented and recommended by the Superintendent of Schools to govern Unified School District No. 457 during the 2026-2027 school year, subject to periodic review, amendment, and revisions by the Board of Education.

Adopted this 13th day of July, 2026, by the Board of Education of Unified School District No. 457, Finney County, Kansas.

President, Board of Education

Attest: _____

Jennifer Ramos, Board Clerk

Resolution 2027-009

**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 Cospers
David DeLoach
Dr. Virginia Duncan
Julisa Flores
Gina Galpin
Melanie Garrison
Amy Griffin
Suzette Goldsby
Josh Guymon
Bradley Hill
Bryan Kott
Tracy Leiker

Andrew Lee
Whitney Linenberger
Benjamin Luna
Ryan Meng
Karen Murrell
Steve Nordby
Brandy Ochs
Keri Petersen
Amber Potts
Jill Reagle
Justin Reich
Melissa Riggle
Brad Springston
Heather Stegman
Jarrod Stoppel
Brittney Swank
Michelle Thompson
Michael (Drew) Thon
Macy Younger

be appointed as hearing officers/committee members for the 2026-27 school year, to hear extended term suspension/expulsion due process hearings.

Adopted this 13th day of July, 2026, by the Board of Education of Unified School District No. 457, Finney County, Kansas.

President, Board of Education

Attest: _____
Jennifer Ramos, Board Clerk

RESOLUTION FOR DESTRUCTION OF RECORDS

RESOLUTION 2027 -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 13th day of July, 2026, by the Board of Education of Unified School District No. 457, Finney County, Kansas.

President, Board of Education

Attest: _____

Jennifer Ramos, Board Clerk

MEMORANDUM

TO: Board of Education
THRU: Randy Ralston, BOE President
FROM: Drew Thon, Deputy Superintendent
DATE: Tuesday, July 7, 2026
RE: Negotiated Changes to the 2026-27 School Calendar

ISSUE:

Consider approval of a revised 2026–27 school calendar to reflect changes resulting from the ratified 2026–27 Negotiated Agreement.

BACKGROUND:

As part of the 2026–27 Negotiated Agreement, the Board of Education and the Garden City Education Association agreed to increase the contract for newly hired certified staff from 186.5 contract days to 187 contract days.

The additional one-half contract day is intended to strengthen the onboarding and support of first-year teachers by providing additional dedicated work time during the school year. Under the revised contract, new certified staff will receive one full workday prior to the return of all other certified staff at the beginning of the school year, along with an additional one-half workday during the second semester.

To accommodate this contractual change, the proposed calendar revision designates March 26, 2027, during Easter Break, as a required one-half workday for certified staff hired for the 2026–27 school year. This time will be used for teacher work activities, including planning, grading, classroom organization, and preparation for the remainder of the school year.

This calendar adjustment affects only certified staff hired for the 2026–27 school year. There is no impact on returning certified staff, classified employees, or students.

ALTERNATIVES:

- Option 1: Approve the revised 2026–27 school calendar to reflect the ratified 2026–27 Negotiated Agreement by adding a one-half workday for newly hired certified staff on **March 26, 2027**. This option implements the negotiated contract, provides additional onboarding and preparation time for new teachers, and aligns the calendar with the terms of the agreement.
- Option 2: Approve the additional one-half workday for new certified staff but direct the administration to identify a different date that meets the requirements of the negotiated agreement.
- Option 3: Decline to approve the proposed calendar revision and direct the administration to return with an alternative plan for meeting the contractual requirement.

RECOMMENDATION:

Administration recommends approval of option 1, the revised 2026–27 school calendar to reflect the additional one-half workday for new certified staff on March 26, 2027, consistent with the ratified 2026–27 Negotiated Agreement.

FISCAL NOTE:

New certified staff participating in the additional one-half work day will receive \$100 in compensation. The total fiscal impact will vary based on the number of newly hired certified staff for the 2026–27 school year.

ATTACHMENTS:

- Proposed Revisions to the 2026-27 School Calendar

Sincerely,



Drew Thon
Deputy Superintendent
USD 457 Human Resources

July 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

3-6 New Teacher Inservice (NS)
 7 Teacher Inservice (NS)
 10 Teacher Workday (NS)
 11 Teacher Inservice (NS)
 12 School AM (Grades K-4,5,7,9-10 & new students)
 Teacher Workday PM

September 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

7 Labor Day (NS)
 28 Teacher Inservice (NS)

October 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

9 End of Grading Period
 12 Teacher Inservice AM (NS)
 Teacher Workday PM
 22-23 Parent/Teacher Conference (NS)

November 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

23-27 Fall Vacation (NS)

December 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

17 End of Grading Period
 18 Teacher Release Inservice (NS)
 21-31 Winter Vacation (NS)

January 2027						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1 Winter Vacation (NS)
 4 Teacher Workday (NS)
 5 Teacher Inservice (NS)
 6 School Resumes
 29 New Teacher Inservice (NS)

February 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

15 Teacher Inservice AM (NS)
 Teacher Workday PM
 25-26 Parent/Teacher Conference (NS)

March 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

10 End of Grading Period
 15-19 Spring Break (NS)
 26 New Teacher Inservice AM (NS)
 29 Spring Vacation (NS)

April 2027						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

16 Teacher Inservice (NS)

May 2027						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

20 Last Day of School
 21 Teacher Workday AM (NS)

June 2027						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

◡ = New Teacher Orientation (NS) ◻ = Holiday/Vacation (NS) ◻ = District Work/Inservice (NS) ◯ = Parent/Teacher Conference (NS) — = Half Day of School NS = No School	Inservices (7) = 8/7, 8/11, 9/28, 10/12*, 12/18, 1/5, 2/15*, 4/16 Workdays (4) = 8/10, 8/12*, 10/12*, 1/4, 2/15*, 5/21* Snow Days (Aug 13-14, 17-19) Graduation Weekend (May 15-16) * = 1/2 Day	1159 Hour Calendar (6 hours, 40 minutes) <table> <tr> <td>1st Grading Period</td><td>40.5</td><td rowspan="2">} 83.5</td></tr> <tr> <td>2nd Grading Period</td><td>43.0</td></tr> <tr> <td>3rd Grading Period</td><td>44.0</td><td rowspan="2">} 87.0</td></tr> <tr> <td>4th Grading Period</td><td>43.0</td></tr> <tr> <td colspan="2"></td><td>170.5</td></tr> <tr> <td colspan="2">Teacher Contract Days</td><td>181.5</td></tr> </table>	1 st Grading Period	40.5	} 83.5	2 nd Grading Period	43.0	3 rd Grading Period	44.0	} 87.0	4 th Grading Period	43.0			170.5	Teacher Contract Days		181.5
1 st Grading Period	40.5	} 83.5																
2 nd Grading Period	43.0																	
3 rd Grading Period	44.0	} 87.0																
4 th Grading Period	43.0																	
		170.5																
Teacher Contract Days		181.5																

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Interim Superintendent
FROM: Steve Nordby, Assistant Superintendent
DATE: July 1, 2026
RE: Dual Credit Cooperative Agreement 2026-2027

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 \$600.00 per credit hour with a prorated amount for courses with enrollment of less than 8 students.
- 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 \$25 per student, per course to serve as lab monitor for online dual credit courses offered fully online through Garden City Community College.

ATTACHMENTS:

Dual Credit Cooperative Agreement 2026-2027

**COOPERATIVE AGREEMENT BETWEEN
GARDEN CITY COMMUNITY COLLEGE
AND
UNIFIED SCHOOL DISTRICT #457
GARDEN CITY HIGH SCHOOL
FOR ENROLLMENT OF SECONDARY STUDENTS**

(Pursuant to 1993 Substitute for HB 2011, new sec. 4(a))

- 2026-2027 Academic Year -

In an effort to provide additional academic opportunities to secondary school pupils, this agreement authorizes qualified sophomore, junior and senior pupils enrolled in Unified School District #457 to participate in courses through Garden City Community College while concurrently completing their high school curricula.

Such "*concurrent enrollment students*" and/or their families are personally responsible for transportation to and from Garden City Community College, or the appropriate outreach center, and for all postsecondary tuition costs.

Garden City Community College agrees that the coursework successfully completed by *concurrent enrollment students* will be awarded appropriate academic credit and will be applicable toward the award of a college degree.

GARDEN CITY COMM. COLLEGE

UNIFIED SCHOOL DISTRICT #457



Phil Terpstra, Dean of Academics
Garden City Community College

Date: June 8, 2026

Authorized Representative
Unified School District #457

Date: _____

Letter of Understanding Between Garden City Community College & Outreach Sites for 2026-2027 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.

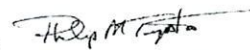
- The Unified School District agrees that an instructor hired by the Unified School District to teach courses for concurrent credit must submit documentation to Garden City Community College and be approved by the appropriate Division Chair and Dean to teach the course. The documentation to be submitted 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 as 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 are used in the on-campus course; and that course management, instructional delivery, and content meet or exceed those of 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 \$600 per credit hour. 2026 House Bill 2485 requires that any payments made to school district employees for teaching services must be paid directly to the teacher providing the course as a supplement to the teacher's regular salary. Such payment is made by the school district. Courses with less than 8 students enrolled will be prorated. 7 students = \$525/cr hr; 6 students = \$450/cr hr; 5 students = \$375/cr hr. Courses with less than 5 will be evaluated on a case-by-case basis.
- 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 \$25 per student, per course to serve as lab monitor 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, 2026.

Superintendent of Schools
USD 457
1205 Fleming
Garden City, KS 67846

GCCC Outreach Office
Garden City Community College
801 Campus Drive
Garden City, KS 67846

X _____

X  _____

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Gina Galpin, Director of Special Education
DATE: 06/17/2026
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:

N/A

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, 2026, 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, 2026 and shall end on June 30, 2027 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 457 and 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 457 personnel 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: 06/17/2026
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 have not graduated, 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:

N/A

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, 2026 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 through 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.

Amendment. 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
ON BEHALF OF THE FINNEY COUNTY JAIL

By _____
Finney County Sheriff

UNIFIED SCHOOL DISTRICT NO. 457

By _____
Special Education Director

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Gina Galpin, Director of Special Education
DATE: 06/17/2026
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. 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:

N/A

RECOMMENDATION:

Approve the 2026-27 contract with Jessica King for PT services.

FISCAL NOTE:

Jessica King is paid \$75 per hour for her services. She will be contracted to work between 10-20 hours per week during the 2026-27 school year.

ATTACHMENTS:

2026-27 Agreement attached.

CERTIFIED PHYSICAL THERAPIST SERVICES AGREEMENT

THIS CERTIFIED PHYSICAL THERAPY SERVICES AGREEMENT (Agreement), made and entered into this ____ day of July 2026, 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, 2027.

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.

BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. 457/BOARD
JESSICA KING / KING

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

Date

By _____
Board President

ATTEST:

Jennifer Ramos, Board Clerk

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Interim Superintendent
FROM: Jennifer Ramos, Clerk of the Board
DATE: July 13, 2026
RE: Board Committee Assignments

ISSUE:

The Board of Education members are asked to sign up to serve on committees.

BACKGROUND:

The Board of Education members sign up for committees on an annual basis. The Board President may also assign Board members to a committee. No more than three Board members may serve on a committee. For more information see Board of Education Policy BBC Board Committees.

ALTERNATIVES:

No other alternatives applicable.

RECOMMENDATION:

That the Board of Education members sign up for committees as desired until all committee slots are filled.

FISCAL NOTE:

None

ATTACHMENTS:

Board Committee Assignment sign-up sheet and committee descriptions.

Committees (Approximate Time Involved)**Board Member Sign-Up****Auditing Committee** (1 meeting - 1 hr)

Committee Chair: Jessica Nothern

Bilingual/ESL Advisory Committee (3-4 meetings - 1 hr)

Committee Chair: Monica Diaz

Long Range Facilities Committee (2 meetings - 2 hr)

Committee Chair: Jessica Nothern

Calendar Committee (8 meetings - 1.25 hrs)

Committee Chair: Drew Thon

Curriculum Council/MTSS Committee (monthly - 1hr)

Committee Chair: Dr. Virginia Duncan/Steve Nordby

District Leadership Team (KESA) (2 meetings minimum)

Committee Chair: Steve Nordby

Garden City Public Schools Foundation (4 x .5-1hr)

Committee Chair: Roy Cessna

Hall of Fame Committee (1 meeting - 1 hr)

Committee Chair: Roy Cessna

Insurance Committee (2 meetings - 1 hr)

Committee Chair: Jessica Nothern

Meet & Confer Committee (2 meetings - 1 hour)

Committee Chair: Jessica Nothern

Negotiations Team (Several Hours)

Committee Chair: Drew Thon/Jessica Nothern

Technology (4-6 times per year - 1.5 hours)

Committee Chair: Casey Wise

Wellness Committee (Meets twice per semester for 1 hour)

Committee Chair: Jill Reagle

District Site Council (4-6 Meetings - 2 hours)

Committee Chair: Josh Guymon

Budget Committee (Once a year for 2 hours)

Committee Chair: Jessica Nothern

Committees (Approximate Time Involved)

Auditing Committee

Committee Chair: Jessica Nothern

Description: Lewis, Hooper and Dick (LHD) complete our annual audit, after the audit has been completed and before they present at a board meeting, the auditing committee has a chance to do a deeper dive into the audit. This committee is comprised of Board Members, Superintendent, CFO, and LHD

Bilingual/ESL Advisory Committee

Committee Chair: Monica Diaz

Description:

Over the past several years, this committee has been inactive, and we believe it's crucial to reignite it to better serve the needs of our diverse student population. Anticipated meetings would be in February, March, and May. Here are some expectations we could set for the committee's activities:

- *Meeting 3-4 times a year
- *Title III & Bilingual Funding
- *Presentation to the board
- * ESL Student Numbers
- *ESL endorsed staff
- *KELPA data
- *Seal of Biliteracy
- *September 20th count
- *Professional development needs

Long Range Facilities Committee

Committee Chair: Brandon Anderson & Jessica Nothern

Description: The Long Range Facilities Committee reviews our 25 year Long Range Capital Projects plans and provides feedback on the projects planned each year for maintaining our 21 buildings. This committee is represented by community partners, construction experts, consultants, Principals, Plant Facilities Director, Superintendent, CFO, and Board Members

Calendar Committee

Committee Chair: Drew Thon

Description: Calendar Committee is comprised of teachers, administrators, classified staff, parents and board members. The goal of this committee is to draft a calendar that meets statutory requirements, negotiated agreement expectations, and meets our student's needs. Once the committee has established a couple of drafts, the teachers vote to select a draft for the board's consideration

Curriculum Council/MTSS Committee

Committee Chair: Dr. Virginia Duncan/Steve Nordby

Description: The purpose of this committee is:

- To oversee the curriculum and instruction program of USD #457 in all areas, Pre-K through 12.
- Recommend curriculum revisions and updates to include core, supplemental, and intensive curricula included on the curriculum protocols.
- Recommend the approval of course changes.
- Recommend the approval of textbook adoption.
- Recommend pilot projects with pre-determined evaluation procedures.

District KESA Team

Committee Chair: Steve Nordby

Description: This group meets to build the Kansas Education Systems Accreditation (KESA) plan
This plan is our reporting system to Kansas State Department of Education for accreditation.

Garden City Public Schools Foundation

Committee Chair: Roy Cessna

Description: The Garden City Public Schools Foundation was founded January 2004 to receive and administer gifts that will enhance education in USD 457. The Foundation provides an avenue for citizens, businesses and organizations to contribute financially to the school district. The Foundation functions in alliance with the Western Kansas Foundation. Its Advisory Board meets to grant awards and decide the future direction of the Foundation. The Foundation offers the opportunity to

enhance the learning environment, increase the effectiveness of instruction and to help strengthen and broaden ties between the schools and community.

Hall of Fame Committee

Committee Chair: Roy Cessna

Description: In 1984 an idea was conceived whereby past graduates of Garden City High School might be honored for their accomplishments. This idea was brought into action in 1985 when the first members of the Garden City High School Hall of Fame were inducted. There currently have been 82 outstanding people that have been inducted into the Garden City High School Hall of Fame. Each year we add two distinguished graduates of Garden City High School to the Hall of Fame. These individuals present positive role models to the graduating seniors as well as to the rest of the student body.

Insurance Committee

Committee Chair: Jessica Nothorn

Description: Each year the Insurance Committee reviews our current health insurance package with our consultants, IMA. IMA typically provides recommendations and a cost analysis of any recommended changes that would meet the needs of the district and employees. This committee has representation from GCEA, IMA, classified staff, Employee Services Coordinator, CFO, HR, and our Benefits Specialist.

Meet & Confer Committee

Committee Chair: Jessica Nothorn

Description: Each year in April we meet with classified employee representatives to discuss any issues or concerns across the district, they are able to present requests for the upcoming year. Then in September, this committee meets again to review the list of requests and administration shares approval/denial of these requests and justification for the approvals/denials. This committee has involvement from the all classified departments and buildings. The administration side is represented by: HR, CFO, Employee Services Director as well as board members.

Negotiations Team

Committee Chair: Drew Thon & Jessica Nothorn

Description: Each year we negotiate with the teacher union, GCEA. There is an annual training that is

required by anyone who is serving on the negotiations team. These meetings are typically scheduled during evenings with possible weekends. This can be a lengthy process, that typically begins in March/April of every year and ends typically in July, depending upon agreement by all parties. There is a statutory requirement to exchange negotiation letters by March 31st each year.

Technology

Committee Chair: Casey Wise

Description: The technology steering committee serves to guide the technology department with the purpose of aligning our vision for technology use and support of all stakeholders with that of the district. This is accomplished through input from the team, setting a strategic plan and evaluating the impact technology has on the day-to-day functions of our end users. The team consists of technology staff, teachers, admin, parents, and board members. The Vision Statement for this committee is: "With a strong infrastructure and inspired teachers, USD 457 is preparing students for college and career by using technology to engage students in critical thinking and innovation through personalized, self-directed learning."

Wellness Policy Committee

Committee Chair: Jill Reagle

Description: The Wellness Policy Committee is the guiding committee for advancing wellness policy for a district or private school. The Wellness Policy Committee establishes the wellness policies for the sponsor by assessing current wellness policy needs, prioritizing policy implementation and determining action plans for the school year. A Wellness Policy Committee is a team made up of a committed school and community stakeholders from the following stakeholder groups:

- | | |
|--|--|
| *Students | *Physical Education Teachers |
| *Parents | *Teachers |
| *School and District Administrator(s) | *Mental Health and social Services Staff |
| *Wellness Representatives from each school | *Community Health Professionals |
| *School Board Members | *Supplemental Nutrition Assistance Program Educators |
| *School Health Professionals | *Community Volunteers |
| *School Nutrition Professionals | |

District Site Council

Committee Chair: Josh Guymon

Description:

The District Site Council is often used for a variety of initiatives. Previously, this group has been engaged for Program Planning, Awarding ESSER Projects, Reconfiguration, Boundary Studies and many other topics. This committee has representation from parents, community partners, certified and classified staff, department heads, principals, and leadership team.

Budget Committee

Committee Chair: Jessica Nothern

Description: This committee has been created to give 3 board members the opportunity to do a deeper dive into the budget along with the Superintendent and CFO. We will review the overall budget and the budget presentation in July/August and answer any questions prior to the budget being approved by the Board in September.

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon
FROM: Gina Galpin, Director of Special Education
DATE: 06/1/2026
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 Abe Hubert Elementary School for Targeted Support for Improvement (TSI) to increase student achievement.

BACKGROUND:

KSDE provides grant money to fund targeted support for buildings on improvement. AHE has been on TSI for their low state assessment scores for special education students. KSDE approved a grant to pay TNTP to work with AHE during the 2025-26 school year, and the grant opportunity has been extended for the 2026-27 school year. The goal of this work is to improve their special education outcomes through Tier 1 (core instruction) and in the special education resource settings. The grant will fully fund the contract with TNTP. TNTP will provide in-person and virtual support through professional development, observations, feedback, and coaching. KSDE will reimburse USD 457 for the full amount of the contract.

RECOMMENDATION:

It is recommended that the BOE approve the TNTP contract.

FISCAL NOTE:

The amount of the TNTP contract is \$226,763. The KSDE grant will reimburse USD 457 for the full amount of the contract.

ATTACHMENTS:

TNTP contract

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, 2027** (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. TNTP warrants that it will perform the Services in a professional and workmanlike manner consistent with generally accepted industry standards, using personnel with the skills and experience appropriate to the Services. Client must provide TNTP written notice of any alleged nonconformance within thirty (30) days after performance of the applicable Services, describing the deficiency in reasonable detail. TNTP will use commercially reasonable efforts to re-perform any nonconforming Services at no additional charge. TNTP will have no obligation to re-perform to the extent issues arise from Client-provided materials, directions, or third parties.

Section 4. Payment and Invoicing.

The Client shall pay a flat fee to TNTP in the amount of \$226,763 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, 2026	\$45,352.60
December 20, 2026	\$68,028.90
March 20, 2027	\$68,028.90
April 20, 2027	\$45,352.60
Total	\$226,763.00

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 on undisputed past-due amounts, if any, shall accrue only as and to the extent permitted by the Kansas prompt-payment statute (K.S.A. 75-6403) or other applicable Kansas law.

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.

Client agrees to provide a current financial contact for receipt of invoices and payment inquiries. Client will provide timely updates to payment contact information by contacting TNTP at the email address listed below.

Financial Contacts:

For TNTP: TNTP Accounts Receivable
ar@tntp.org

For Client:
Client Contact (General)

63 **Billing/Payment Contact**

(Name)
 (Title)
 (Email Address)

(Name)
 (Title)
 (Email Address)

TNTP will direct invoices and payment inquiries to this address. Whenever possible, a contact within Client's Accounts Payable or similar financial or business department is preferred.

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.

Termination for Convenience. Either party may terminate this Agreement, in whole or in part, for any reason upon thirty (30) days' prior written notice to the other party. Upon such termination, Client's sole obligation shall be to pay TNTP for Services properly performed and non-cancelable expenses reasonably incurred through the effective date of termination. Each party shall be responsible for its own costs and obligations except as expressly set forth herein.

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, or (c) negligence. 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, to the extent permitted by applicable law. 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.

Nothing in this Agreement shall be construed as a waiver of the governmental or sovereign immunity, defenses, or liability limits available to Client under the Kansas Tort Claims Act or other applicable law. Any obligation of Client to indemnify, defend, or hold harmless under this Agreement applies only to the extent permitted by Kansas law and the Kansas Constitution, and only to the extent of funds lawfully appropriated and available for that purpose. Client does not waive, and is not required to waive, any immunity by entering into this Agreement.

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 UNDER THIS AGREEMENT. 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.

NOTWITHSTANDING ANY DAMAGES THAT TNTP MIGHT INCUR UNDER THIS AGREEMENT FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DIRECT DAMAGES), CLIENT'S ENTIRE LIABILITY UNDER THIS AGREEMENT AND TNTP'S EXCLUSIVE REMEDY UNDER THIS AGREEMENT WILL BE LIMITED TO THE CLIENT FEES PAID TO TNTP UNDER THIS AGREEMENT. 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 and naming the Client as an additional insured.

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. The license to work product shall not be revoked by TNTP without notice and good cause shown, if Client has paid in full.

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.

Data Security and Breach Notice. TNTP shall maintain commercially reasonable administrative, physical, and technical safeguards to protect Data. TNTP shall notify Client in writing without undue delay, and in no event more than [three (3)] business days, after discovering any unauthorized access to or disclosure of Data, shall cooperate with Client's response, and shall bear the reasonable costs of any breach caused by TNTP, including any notifications required by law.

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 non-exclusive, royalty-free license to use de-identified and aggregated Data solely to perform the Services and to improve TNTP's services. De-identification shall meet the standard of FERPA (34 C.F.R. § 99.31(b)) and the Kansas Student

Data Privacy Act. TNTP shall not publish, present, or disclose any Data identifying Client, or share Data with funders or other third parties, without Client's prior written consent. TNTP shall not sell Data under any circumstances.

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 a 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 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 Finney County, Kansas and the state of 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: _____

Myrla Feria, Vice President

Schedule A
Scope of Services

Scope of Work for a Director, Special Education at 25% Allocation (*July 15, 2026 – May 31, 2027*)

- **Support the District Special Education Leader to:**
 - Monitor implementation across schools and support principals in troubleshooting challenges related to students with disabilities.
- **Support the Principal of Abe Hubert to:**
 - Lead monitoring systems (walkthroughs, data reviews) to ensure materials are implemented effectively.
 - Support instructional coaches in executing PD, coaching cycles, and feedback routines.
- **Support the Instructional Coach to:**
 - Use walkthrough data to provide targeted feedback to both general education and special education teachers.
 - Partner with special education staff to ensure accommodations and supports align with instructional materials design.
- **Support General Education teachers to:**
 - Collaborate with special education teachers to plan for student accommodations, modifications, and support needs.
- **Support the Special Education teachers to:**
 - Align IEP goals, accommodations, and services to the instructional expectations of the instructional materials.

This work will be conducted through virtual meetings with Principal and Instructional Coach, monthly meetings regarding IEP goal alignment to instructional materials, and four on-site visits to Garden City to calibrate on observational data and feedback and support.

If additional support to execute on the roles and responsibilities named above is necessary, TNTP can provide an additional staff member to support the general implementation of new literacy materials through job-embedded coaching and curriculum-based professional learning.

Scope of Work for a Senior Manager, Literacy at 25% Allocation (*July 15, 2026 – May 31, 2027*)

- **Support the Instructional Coach to:**
 - Model lessons, co-plan, and co-teach to support high-quality instructional practices.
 - Facilitate professional learning communities that help teachers internalize the instructional materials.
 - Support teachers in differentiating within the instructional materials while preserving access to grade-level content.
- **Support General Education teachers to:**
 - Use data to inform instructional decisions while maintaining access to grade-level content.
 - Participate in coaching, PLCs, and professional learning related to instructional materials.
- **Support the Special Education teachers to:**
 - Utilize high-quality materials to provide scaffolded access to grade-level content, even in more restrictive environments.
 - Support paraprofessionals in understanding and implementing instructional materials-aligned instructional practices.

This work will be conducted through virtual meetings with Principal and Instructional Coach, monthly meetings regarding IEP goal alignment to instructional materials, and five on-site visits to Garden City to calibrate observational data and feedback and support (including attending July professional development).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 500 N Brand Boulevard, Suite 100 Glendale CA 91203	CONTACT NAME: Rachael Orman PHONE (A/C, No, Ext): (818) 539 9422 E-MAIL ADDRESS: Rachael.Orman@ajg.com	FAX (A/C, No): (818) 539 1510
INSURED TNTP, Inc. 500 7th Avenue, 8th Floor New York, NY 10018	INSURER(S) AFFORDING COVERAGE INSURER A: Merchants National Insurance Company INSURER B: Philadelphia Indemnity Insurance Company INSURER C: MEMIC Casualty Company INSURER D: INSURER E: INSURER F:	NAIC # 12775 18058 14164

License#: 0D69293
THENEWT-01**COVERAGES****CERTIFICATE NUMBER:** 1488802269**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		PHPK2731815-001	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			PHPK2731815-001	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			EXL0001472	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	310 2810920	9/30/2025	9/30/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability Retro Date: 10/22/2001 Claims-Made form			PHPK2731815-001	1/1/2026	1/1/2027	Each Claim \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy: Sexual Abuse Liability
Policy Term: 1/1/2026 to 1/1/2027
Policy Number: PHPK2731815-001
Carrier: Philadelphia Indemnity Insurance Company
Each Claim: \$1,000,000 / Aggregate: \$3,000,000

Policy: Cyber Liability
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Garden City Public School District
1205 Fleming Street
Garden City, KS 67846

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Arthur J. Gallagher Risk Management Services, LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED TNTP, Inc. 500 7th Avenue, 8th Floor New York, NY 10018
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy Term: 1/1/2026 to 1/1/2027
 Policy Number: H26NGP265833-00
 Carrier: Houseton Casualty Company
 Aggregate Limit \$5,000,000 / Retention \$50,000

Garden City Public School District is named additional insured with respect to the operations of the named insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Garden City Public School District 1205 Fleming Street Garden City, KS 67846	All Insured Premises and Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Steve Nordby, Assistant Superintendent
DATE: June 23, 2026
RE: BLUE CROSS AND BLUE SHIELD OF KANSAS - PATHWAYS TO A HEALTHY KANSAS INITIATIVE - YOUTH PHYSICAL ACTIVITY PACKAGE - USD 457 - SIXTH GRADE AFTER-SCHOOL INTRAMURAL PROGRAM

ISSUE:

The Board of Education is asked to consider and approve the implementation of 6th grade intramurals at Bernadine Sitts and Charles Stones Intermediate Centers in partnership with Blue Cross Blue Shield and the Pathways to a Healthy Kansas Initiative Grant.

BACKGROUND:

Garden City Public Schools (USD 457), in partnership with LiveWell Finney County and the Blue Cross and Blue Shield of Kansas Pathways to a Healthy Kansas Initiative, proposes the implementation of a comprehensive after-school intramural program designed specifically for sixth-grade students attending Bernadine Sitts Intermediate Center and Charles Stones Intermediate Center.

The program will provide structured, no-cost physical activity opportunities that increase access to exercise. The program is intended to reduce barriers that often prevent youth participation in traditional sports, including cost, transportation, skill level, and limited opportunities for recreational play.

Community engagement activities conducted through the Pathways initiative identified a need for additional physical activity opportunities for middle-grade youth. This proposal responds directly to that need by creating a school-based, inclusive program focused on participation, skill development, and fun.

ALTERNATIVES:

Approve the implementation of 6th grade intramurals as proposed.

Deny the implementation of 6th grade intramurals as proposed.

RECOMMENDATION:

Administration recommends that the Board of Education consider and approve implementation of 6th grade intramurals in partnership with Blue Cross Blue Shield and the Pathways to a Healthy Kansas Initiative Grant.

FISCAL NOTE:

No cost to USD457. If approved, we would apply for and accept a noncompetitive Pathways Implementation Grant in an amount not to exceed \$25,000, and carry out the project as described in the attached Sixth Grade After-School Intramural Program Overview.

ATTACHMENTS:

[Proposal Overview](#)

[USD 457 Pathways YPA Resolution \(July 2026\)](#)

BLUE CROSS AND BLUE SHIELD OF KANSAS
PATHWAYS TO A HEALTHY KANSAS INITIATIVE
YOUTH PHYSICAL ACTIVITY PACKAGE
USD 457 GARDEN CITY PUBLIC SCHOOLS
SIXTH GRADE AFTER-SCHOOL INTRAMURAL PROGRAM

Included Schools:

Bernadine Sitts Intermediate Center
Charles Stones Intermediate Center

PROPOSAL OVERVIEW

Garden City Public Schools (USD 457), in partnership with LiveWell Finney County and the Blue Cross and Blue Shield of Kansas Pathways to a Healthy Kansas Initiative, proposes the implementation of a comprehensive after-school intramural program designed specifically for sixth-grade students attending Bernadine Sitts Intermediate Center and Charles Stones Intermediate Center.

The program will provide structured, no-cost physical activity opportunities that increase access to exercise. The program is intended to reduce barriers that often prevent youth participation in traditional sports, including cost, transportation, skill level, and limited opportunities for recreational play.

Community engagement activities conducted through the Pathways initiative identified a need for additional physical activity opportunities for middle-grade youth. This proposal responds directly to that need by creating a school-based, inclusive program focused on participation, skill development, and fun.

PROGRAM PURPOSE

The purpose of the Sixth Grade After-School Intramural Program is to:

- Increase physical activity among sixth-grade students.
- Provide equitable access to physical activity opportunities.

TARGET POPULATION

Primary Population:

All sixth-grade students attending Bernadine Sitts Intermediate Center and Charles Stones Intermediate Center.

A Spring 2026 Youth Physical Activity Survey received 49 total responses from parents of 4th, 5th, and 6th grade students. The survey was available in English and Spanish languages. Parents identified the top barriers to participation as the cost of sports, scheduling conflicts and lack of organized activities for specific sports.

A free, school-based after-school athletics program focused on soccer, basketball, and track and field would fit many of the needs identified by families. These activities were among the top interests selected by parents and would help remove key barriers by offering convenient, no-cost opportunities for students to be active after school.

PROGRAM GOALS

Goal 1:

Increase access to free, structured physical activity opportunities for sixth-grade students.

Goal 2:

Increase the number of students participating in regular physical activity outside of physical education classes.

Goal 3:

Establish a sustainable intramural program that can continue beyond Pathways funding and transition to middle school when sixth grade moves from intermediate school to junior high school in 2028.

PARTICIPATION TARGETS

The program will serve an estimated 75–150 unique sixth-grade students annually across both intermediate centers.

Students may participate in one season or multiple seasons throughout the school year.

PROGRAM STRUCTURE

The program will operate throughout the school year and will be provided at no cost to participants.

Schedule:

Two days per week (Tuesdays and Thursdays)

Time:

Immediately after school until approximately 5:00 p.m.

Locations:

- Bernadine Sitts Intermediate Center
- Charles Stones Intermediate Center
- USD 457 athletic facilities

TRANSPORTATION

Students will remain at school immediately following dismissal. Parents will be responsible for transportation from after school programming and students must be picked up by 5:15 pm.

SPORTS SEASONS

FALL SEASON (September-November)

Soccer Intramurals

Activities (multiple stations, small groups of 4-6, continuous activity):

- Skill development
- Small-sided games
- Team competitions
- End of season Soccer festival event

WINTER SEASON (January-March)

Basketball Intramurals

Activities (multiple stations, small groups of 4-6, continuous activity):

- Skill development
- Shooting challenges
- Team competitions
- Basketball showcase tournament

SPRING SEASON (March-May)

Track and Field Intramurals

Activities (multiple stations, small groups of 4-6, continuous activity):

- Running events
- Relay races
- Jumping activities
- Throwing activities
- End-of-season track meet

DAILY PROGRAM FORMAT

Each session will include:

Healthy Snack and Hydration (15 minutes)

Students will receive a healthy snack and water prior to activity.

Examples:

- Fresh fruit
- Granola bars
- String cheese
- Whole grain snacks
- Water

Warm-Up Activities (10 minutes)

Activities include:

- Dynamic stretching
- Mobility exercises
- Agility drills
- Injury prevention exercises

Skill Development (20 minutes)

Students will learn sport-specific skills through fun, age-appropriate activities.

Game Play and Physical Activity (45 minutes)

Students will participate in:

- Team activities
- Skill challenges
- Small-group competitions
- Recreational games

Cool Down and Reflection (10 minutes)

PROGRAM FEATURES

Inclusive Participation

This program is intentionally designed as a non-cut program. Every interested sixth-grade student will have an opportunity to participate regardless of athletic ability, experience level, or previous sports participation.

ACADEMIC AND BEHAVIOR EXPECTATIONS

Students must:

- Maintain satisfactory academic progress.
- Demonstrate positive behavior.
- Attend regularly.
- Follow program expectations.

Students with significant disciplinary concerns may be temporarily suspended from participation until expectations are met.

INTER-SCHOOL EVENTS

To increase excitement and school spirit, students from Bernadine Sitts and Charles Stones will participate in seasonal showcase events.

Examples include:

Fall Soccer Festival

Winter Basketball Showcase

Spring Track and Field Fun Meet

These events will focus on participation, sportsmanship, and celebration of accomplishments rather than highly competitive outcomes.

STAFFING

The program will be supervised by:

- USD 457 teachers
- School administrators
- Paraprofessionals
- High school coaches
- High school student mentors (under age 18)

EQUIPMENT

Funding will support the purchase of equipment including:

Soccer

- Soccer balls
- Goals
- Cones

Basketball

- Basketballs
- Training equipment
- Jerseys

Track and Field

- Relay batons
- Agility ladders
- Timing equipment
- Training equipment

General Program Equipment

- First aid kits
- Water coolers
- Healthy snacks

EVALUATION PLAN

Program success will be measured through:

Participation Tracking

- Number of students enrolled
- Attendance records
- Minutes of Physical Activity
- Repeat participation

Family Feedback

- Parent surveys

Outcome Measures

The program aims to achieve:

- 150–200 students participating annually.

COMMUNICATIONS PLAN

Program promotion will occur through:

- School newsletters
- Parent communication platforms
- Social media
- School websites
- Student announcements
- Community partner communications

Success stories and program accomplishments will be shared throughout the year to encourage participation and celebrate student achievements.

SUSTAINABILITY

The Sixth Grade After-School Intramural Program is intended to become a long-term component of USD 457's student wellness efforts. Programs will transition to middle school when sixth grade transitions to new building in fall 2028.

Sustainability strategies include:

- Integration into district after-school programming.
- Ongoing collaboration with LiveWell Finney County.
- Utilization of existing district facilities.
- Partnerships with community organizations.
- Future grant and sponsorship opportunities.

CONCLUSION

The Sixth Grade After-School Intramural Program will provide equitable access to physical activity opportunities for Garden City youth while promoting health through soccer, basketball,

and track and field intramurals, students will gain skills and increase physical activity minutes while advancing the goals of the Blue Cross and Blue Shield of Kansas Pathways to a Healthy Kansas Initiative.

RESOLUTION NO. 2026-011

A RESOLUTION AUTHORIZING THE SUPERINTENDENT TO TAKE ACTIONS NECESSARY TO COMPLETE MINIMUM REQUIREMENTS MAKING THE UNIFIED SCHOOL DISTRICT 457 GARDEN CITY PUBLIC SCHOOLS ELIGIBLE TO RECEIVE A NONCOMPETITIVE IMPLEMENTATION GRANT FOR THE PATHWAYS TO A HEALTHY KANSAS YOUTH PHYSICAL ACTIVITY PACKAGE:

WHEREAS, the Unified School District 457 Garden City Public Schools (USD 457) signed a Youth Physical Activity Package Pledge on January 13, 2026 to explore a partnership with Finney County Community Health Coalition, a/k/a LiveWell Finney County (LiveWell Finney County), and the Pathways to a Healthy Kansas Blue Cross Blue Shield of Kansas initiative (Pathways) to expand structured, youth-focused physical activity programs for USD 457 sixth grade students;

WHEREAS, the USD 457 provides educational services to sixth grade students attending the Bernadine Sitts Intermediate Center and Charles Stones Intermediate Center;

WHEREAS, the USD 457 will be transitioning sixth grade students from the Intermediate Centers to Middle Schools the fall of 2028;

WHEREAS, there is an opportunity to prepare physical activity offerings for sixth grade students between 2026-2027 through a pilot sixth grade after school intramural physical activity program prior to the 2028 school restructure;

WHEREAS, the USD 457 is seeking to develop and implement a sixth grade after school intramural program to provide structured, no-cost physical activity opportunities that increase access to exercise, build confidence, strengthen peer relationships, support positive mental health, and encourage lifelong healthy habits;

WHEREAS, the program is intended to reduce barriers that often prevent youth participation in traditional sports, including cost, transportation, skill level, and limited opportunities for recreational play;

WHEREAS, the USD 457 will require adults involved in implementing the sixth grade after school intramural program to complete an adult background check that complies with Kansas State Law as indicated in Kansas Department of Health and Environment (KDHE) Frequently Asked Questions Regarding Background Checks (attached);

WHEREAS, the USD 457 will ensure that the sixth grade after school intramural program is tobacco and vape free and complies with the JCDA Tobacco and Nicotine Delivery Devices Policy;

WHEREAS, the USD 457 is eligible for a noncompetitive implementation grant of up to \$25,000 through Pathways to develop and implement a Youth Physical Activity initiative once the USD 457 meets minimum requirements as outlined in the Pathways Pledge.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE USD 457, AS FOLLOWS:

SECTION 1: The Governing Body of the USD 457 adopts the above recitals as their findings.

SECTION 2: The Superintendent, or their designees, is further authorized to apply for and accept a noncompetitive Pathways Implementation Grant in an amount not to exceed \$25,000, and to carry out the project as described in the attached Sixth Grade After-School Intramural Program Overview.

SECTION 3: The Governing Body of the USD 457 directs and authorizes the Superintendent, or any of that person's designees, to act on behalf of the USD 457 and work with USD 457 officials, LiveWell Finney County, and representatives from Pathways to execute any agreements, contracts, or other policies needed to fulfill the minimum requirements of the Youth Physical Activity package and apply for an implementation grant.

SECTION 4: This resolution shall be in full force and effect from its adoption.

PASSED AND ADOPTED by the Governing body of the USD 457, this _____ day of July, 2026.

USD 457

USD 457 School Board President

Attest: _____
Jennifer Ramos, Board Clerk

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Brandon Anderson, Director of Plant Facilities
DATE: 06/30/2026
RE: **Consider and Act on Bids received for Horace Good Re-Roof of areas G & J and authorize Plant Facilities Director to sign the contract for the job.**

ISSUE & BACKGROUND:

Under our Master Agreement with GMCN as our Architect of Record we approved proposed Service Order #3 back in January. This project was to re-roof areas B & C at Georgia Matthews Elementary with an estimated budget of \$575,000.

During the design phase it was realized that this project would have been a complete tear off as it was found that the gypsum decking was saturated with moisture. During further inspection it was then found that a lot of conduit and infrastructure was anchored to the gypsum deck and this would have made this project escalate in price and because of the need to remodel it would not be able to fit into the summertime project window.

We then shifted focus on areas G and J for re-roof at Horace Good. These areas are listed on the Long-Range Plan and similar in size to the Georgia Matthews project. We bid these areas out and received 4 bids for review and consideration.

Director of Plant Facilities, Brandon Anderson will be present and stand for questions.

ALTERNATIVES:

1. Take No Action
2. Accept Lowest Responsible Base Bid (Section G) Band Hall of \$97,500
3. Accept Lowest Responsible Base Bid (Section G) Band Hall and Alternate Bid (Section J) Lower Library Roof and Classrooms of \$258,300

RECOMMENDATION:

Staff's recommendation would be to approve the lowest responsible bid from D.V. Douglass, Garden City, KS for the base bid and the alternate with a total bid price of \$258,300 and authorize the Director of Plant Facilities to sign the contract.

FISCAL NOTE:

The original budget figure in the LRP for the Georgia Matthews Roof was \$575,000.

If approved the work would be during the Fall school session. We would create a work zone between the 2 areas and keep students and staff out of the construction zone.

ATTACHMENTS:

Original Service Order #3
HG Re-Roof Bid Evaluation
Weathercraft Bid
Diamond Roofing Bid
DV Douglass Bid
Meridian Roofing Bid

AIA® Document B221™ – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 03 made as of the Nineteenth day of December in the year
Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Garden City Schools U.S.D. 457
1205 Fleming Street
Garden City, KS 67846
620-805-8704

and the Architect:
(Name, legal status, address, and other information)

GMCN Architects, Inc.
115 E Laurel St.
Garden City, KS 67846
620-276-3244

for the following **PROJECT**:
(Name, location, and detailed description)

Georgia Matthews Re-Roof Area B & C
111 Johnson
Garden City, KS 67846-4437

THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the Twenty-fourth day of November in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

form a Service Agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

Complete tear off and replacement of roof areas B & C.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

§ 2.1.1.1 Schematic Design Phase Services

§ 2.1.1.1.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 2.1.1.1.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 2.1.1.1.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 2.1.1.1.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 2.1.1.1.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some

combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.1.1.1.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as an Additional Service under Article 4 of the main service agreement.

§ 2.1.1.1.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 2.1.1.1.6 The Architect shall submit to the Owner an opinion of probable Cost of the Work.

§ 2.1.1.1.7 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

§ 2.1.1.2 Design Development Phase Services

§ 2.1.1.2.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 2.1.1.2.2 The Architect shall update the opinion of probable Cost of the Work.

§ 2.1.1.2.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the opinion of probable Cost of the Work, and request the Owner's approval.

§ 2.1.1.3 Construction Documents Phase Services

§ 2.1.1.3.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.1.1.5.4.

§ 2.1.1.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 2.1.1.3.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 2.1.1.3.4 The Architect shall update the opinion of probable Cost of the Work.

§ 2.1.1.3.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 2.1.1.4 Procurement Phase Services

§ 2.1.1.4.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 2.1.1.4.2 Competitive Bidding

§ 2.1.1.4.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 2.1.1.4.2.2 The Architect shall assist the Owner in bidding the Project by:

1. facilitating the distribution of Bidding Documents to prospective bidders;
2. organizing and conducting a pre-bid conference for prospective bidders;
3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
4. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.1.1.4.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 2.1.1.4.3 Negotiated Proposals

§ 2.1.1.4.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 2.1.1.4.3.2 The Architect shall assist the Owner in obtaining proposals by:

1. facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
2. organizing and participating in selection interviews with prospective contractors;
3. preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
4. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 2.1.1.4.3.2.1.2 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 2.1.1.5 Construction Phase Services

§ 2.1.1.5.1 General

§ 2.1.1.5.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 2.1.1.5.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 2.1.1.5.1.3 Subject to Article 4 of the Master Agreement and except as provided in Section 2.1.1.5.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 2.1.1.5.2 Evaluations of the Work

§ 2.1.1.5.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 2.1.1.5.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 2.1.1.5.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.1.1.5.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.1.1.5.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 2.1.1.5.3 Certificates for Payment to Contractor

§ 2.1.1.5.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.1.1.5.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 2.1.1.5.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.1.1.5.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 2.1.1.5.4 Submittals

§ 2.1.1.5.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 2.1.1.5.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.1.1.5.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 2.1.1.5.4.4 Subject to Article 4 of the Master Agreement, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 2.1.1.5.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.1.1.5.5 Changes in the Work

§ 2.1.1.5.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Article 4 of the Master Agreement, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 2.1.1.5.5.2 The Architect shall maintain records relative to changes in the Work.

§ 2.1.1.5.6 Project Completion

§ 2.1.1.5.6.1 The Architect shall:

1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 2.1.1.5.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.1.1.5.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of

the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 2.1.1.5.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 2.1.1.5.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 2.1.2 Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1** Commencement of construction date:

To be Determined

- .2** Substantial Completion date:

To be Determined

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

- .1** Stipulated Sum
(Insert amount)

Twenty-One Thousand Five Hundred Dollars (\$21,500.00)

- .2** Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 4.4.

- .3** Other
(Describe the method of compensation)

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:

(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:

(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

§ 5.2 In addition to insurance requirements in the Master Agreement, the Architect shall carry the following types of insurance:

(List below any other insurance coverage to be provided by the Architect, not otherwise set forth in the Master Agreement, and any applicable limits.)

Coverage

Limits

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:

(List name, address, and other information.)

Brandon Anderson
Garden City Schools U.S.D. 457
1205 Fleming Street
Garden City, KS 67846-4751
banderson1@gckschools.com

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:

(List name, address, and other information.)

Clark Simpson
GMCN Architects, Inc.
115 E. Laurel St.
Garden City, KS 67846
620-276-3244
csimpson@gmcnarchitects.com

ARTICLE 7 ATTACHMENTS AND EXHIBITS

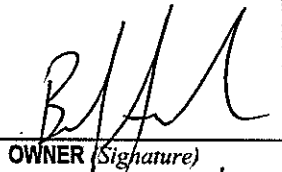
§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

- 1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;
- 2 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

- 3 Other documents:

(List other documents, if any, including additional scopes of service forming part of this Service Order.)

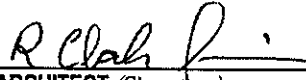
This Service Order entered into as of the day and year first written above.



OWNER (Signature)

Brandon Anderson
(Printed name and title)

PF Director



ARCHITECT (Signature)

BY: R Clark Simpson, Senior Principal Architect
(Printed name, title, and license number if required)

AIA® Document B221™ – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 14 made as of the Eighth day of June in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Garden City Schools USD 457
1205 Fleming Street
Garden City, KS 67846
620-805-8704

and the Architect:
(Name, legal status, address, and other information)

GMCN Architects, Inc.
115 E Laurel St.
Garden City, KS 67846
620-276-3244

for the following **PROJECT**:
(Name, location, and detailed description)

Horace Good Re-Roof Area 'J'
1412 N. Main St.
Garden City, KS 67846

THE SERVICE AGREEMENT

This Service Order, together with the Master Agreement between Owner and Architect dated the Twenty-fourth day of November in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

form a Service Agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121™-2018, Standard Form of Master Agreement Between Owner and Architect

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

Re-Roof of area 'J'

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

§ 2.1.1.1 Schematic Design Phase Services

§ 2.1.1.1.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 2.1.1.1.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 2.1.1.1.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 2.1.1.1.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 2.1.1.1.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and

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other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.1.1.1.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as an Additional Service under Article 4 of the main service agreement.

§ 2.1.1.1.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 2.1.1.1.6 The Architect shall submit to the Owner an opinion of probable Cost of the Work.

§ 2.1.1.1.7 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

§ 2.1.1.2 Design Development Phase Services

§ 2.1.1.2.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 2.1.1.2.2 The Architect shall update the opinion of probable Cost of the Work.

§ 2.1.1.2.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the opinion of probable Cost of the Work, and request the Owner's approval.

§ 2.1.1.3 Construction Documents Phase Services

§ 2.1.1.3.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.1.1.5.4.

§ 2.1.1.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 2.1.1.3.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 2.1.1.3.4 The Architect shall update the opinion of probable Cost of the Work.

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§ 2.1.1.3.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 2.1.1.4 Procurement Phase Services

§ 2.1.1.4.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 2.1.1.4.2 Competitive Bidding

§ 2.1.1.4.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 2.1.1.4.2.2 The Architect shall assist the Owner in bidding the Project by:

1. facilitating the distribution of Bidding Documents to prospective bidders;
2. organizing and conducting a pre-bid conference for prospective bidders;
3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
4. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.1.1.4.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 2.1.1.4.3 Negotiated Proposals

§ 2.1.1.4.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 2.1.1.4.3.2 The Architect shall assist the Owner in obtaining proposals by:

1. facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
2. organizing and participating in selection interviews with prospective contractors;
3. preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
4. participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 2.1.1.4.2.1.1.2 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 2.1.1.5 Construction Phase Services

§ 2.1.1.5.1 General

§ 2.1.1.5.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 2.1.1.5.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the

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requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 2.1.1.5.1.3 Subject to Article 4 of the Master Agreement and except as provided in Section 2.1.1.5.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 2.1.1.5.2 Evaluations of the Work

§ 2.1.1.5.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 2.1.1.5.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 2.1.1.5.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.1.1.5.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.1.1.5.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 2.1.1.5.3 Certificates for Payment to Contractor

§ 2.1.1.5.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.1.1.5.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 2.1.1.5.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received

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from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.1.1.5.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 2.1.1.5.4 Submittals

§ 2.1.1.5.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 2.1.1.5.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.1.1.5.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 2.1.1.5.4.4 Subject to Article 4 of the Master Agreement, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 2.1.1.5.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.1.1.5.5 Changes in the Work

§ 2.1.1.5.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Article 4 of the Master Agreement, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 2.1.1.5.5.2 The Architect shall maintain records relative to changes in the Work.

§ 2.1.1.5.6 Project Completion

§ 2.1.1.5.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;

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3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 2.1.1.5.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.1.1.5.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 2.1.1.5.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 2.1.1.5.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 2.1.2 Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

1 Commencement of construction date:

To be Determined

2 Substantial Completion date:

To be Determined

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

1 Stipulated Sum
(Insert amount)

Twelve Thousand Two Hundred Fifty Dollars (\$12,250.00)

2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 4.4.

3 Other
(Describe the method of compensation)

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§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:
(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

§ 5.2 In addition to insurance requirements in the Master Agreement, the Architect shall carry the following types of insurance:
(List below any other insurance coverage to be provided by the Architect, not otherwise set forth in the Master Agreement, and any applicable limits.)

Coverage

Limits

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:
(List name, address, and other information.)

Brandon Anderson
Garden City Schools USD 457
1205 Fleming Street
Garden City, KS 67846
620-805-8704
banderson1@gckschools.com

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
(List name, address, and other information.)

Clark Simpson
GMCN Architects, Inc.
115 E. Laurel St.
Garden City, KS 67846
620-276-3244
csimpson@gmcnarchitects.com

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

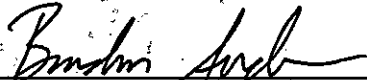
- .1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;
- .2 Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement.)

3 Other documents:

(List other documents, if any, including additional scopes of service forming part of this Service Order.)

This Service Order entered into as of the day and year first written above.


OWNER (Signature)

Brandon Anderson
(Printed name and title)


ARCHITECT (Signature)

BY: R Clark Simpson, Senior Principal Architect
(Printed name, title, and license number if required)

BA



Bid Tabulation for
 Horace Good Re-Roof Area G & J
 USD #457 Garden City Schools
 Tuesday, June 30, 2026



	Diamond Dodge City, KS	DV Douglass Garden City, KS	Meridian Topeka, KS	Weathercraft Garden City, KS	
Base Bid	\$105,800.00	\$97,500.00	\$103,347.00	\$119,135.00	
Alternate Price					
A-1: Roof Area J	\$169,900.00	\$160,800.00	\$181,557.00	\$174,300.00	
Unit Prices					
U-1: Wood Blocking	\$8.00	\$7.00	\$5.00	\$4.25	
U-2: Metal Deck	\$30.00	\$30.00	\$15.00	\$56.00	
Calendar Days Base Bid	60	75	60	100	
Calendar Days Base Bid & Alternate	90	90	60	150	
Number of Addenda Received	2	2	2	2	
Bid Bond	Yes	Yes	Yes	Yes	
Base Bid	\$105,800.00	\$97,500.00	\$103,347.00	\$119,135.00	
Base Bid Plus Alternate 1	\$275,700.00	\$258,300.00	\$284,904.00	\$293,435.00	

SECTION 00 41 13 - BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

BID INFORMATION

1.01 **BIDDER:** Diamond Roofing

- A. Project Name: USD 457 Horace Good Re-Roof Area G
- B. Project Location:
 - 1. 121 W Walnut St., Garden City, Kansas.
- C. Owner: Garden City Unified School District #457 Board of Education.
- D. Architect: GMCN Architects, Inc.
- E. Architect Project Number: 202606

1.02 **CERTIFICATIONS AND BASE BID**

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
 - 1. One hundred five thousand, eight hundred Dollars (\$ 105,800.00).

1.03 **BID GUARANTEE**

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above:
 - 1. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 **SUBCONTRACTORS AND SUPPLIERS**

- A. The following companies shall execute subcontracts for the portions of the Work indicated:
 - 1. Plumbing Work: Tatro
 - 2. HVAC Work: Tatro
 - 3. Electrical Work: _____

1.05 **TIME OF COMPLETION**

- A. If this Bid is accepted we will:

- B. Complete the Base Bid Work in 60 calendar days from Notice to Proceed Date. (Bidder to enter number of days.)
- C. Complete the Total Work (Base bid and Alternate Bid) in 90 calendar days from Notice to Proceed Date. (Bidder to enter number of days.)

1.06 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
1. Addendum No. 1, dated 6-12-2026.
 2. Addendum No. 2, dated 6-22-2026.
 3. Addendum No. 3, dated _____.
 4. Addendum No. 4, dated _____.

1.07 ALTERNATE BIDS

- A. The undersigned agrees, if awarded the contract, to perform the work of any Alternate Bids selected by the Owner according to the same contract amount to be adjusted for each Alternate Bid accepted as follows:
- B. ALTERNATE BID NO. A-1: Shall consist of complete removal and replacement existing roofing system and all other work at Area J:
1. One hundred sixty-nine thousand, nine hundred Dollars
(\$169,900).
 2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 45 days after the contract has been signed.

1.08 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed:
- B. U-1 Removal and replacement of any unsuitable wood blocking with new blocking per Section 06100, including disposal off site.
1. \$ 8 Per LF.
- C. U-2 Removal and replacement of any unsuitable metal deck, including disposal off site.
1. \$ 30 Per SF.

1.09 CHANGES TO THE WORK

- A. Changes in the Work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to that Work included in the Bid, namely:
1. Contractor Work performed by his own forces:
O&P 15 % Not-to-Exceed 15%
 2. Contractor Work performed by other than his own forces:
O&P 10 % Not-to-Exceed 10%
 3. Subcontractor Work performed by his own forces:
O&P 10 % Not-to-Exceed 10%
 4. Subcontractor Work performed by other than his own forces:
O&P 5 % Not-to-Exceed 5%

5. Percentages for overhead and profit will not be allowed on bond premiums.

1.10 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Bid Bond Form (AIA Document A310)

1.11 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Finney County and Garden City, Kansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.12 SUBMISSION OF BID

A. Respectfully submitted this 30th day of June, 2026.

B. Submitted By: Gwaltney LLC, DBA Diamond Roofing

C. (Name of bidding firm or corporation)

D. Authorized Signature: Staylor Wissman

E. (Handwritten signature)

F. Signed By: Staylor Wissman

G. (Type or print name)

H. Title: Vice President

I. (Owner/Partner/President/Vice President)

J. Witness By: _____

K. (Handwritten signature)

L. Attest: Shela Porter

M. (Handwritten signature)

N. Shela Porter

O. (Type or print name)

P. Title: Office Manager

Q. (Corporate Secretary or Assistant Secretary)

R. Street Address: 1630 E. Fulton Plaza

S. City, State, Zip Garden City, KS 67846

T. Phone: 620-315-4240

U. License No.: 23-009860

V. Federal ID No.: 48-0883612

1.13 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113

GRANITE RE, INC.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Gwaltney LLC dba Diamond Roofing

100 E McArtor Rd., Dodge City, KS 67801

as principal, hereinafter called the Principal, and

Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of Oklahoma as Surety, hereinafter called the Surety, are held and firmly bound unto USD 457 Garden City Board of Education

as Oblige, hereinafter called the Oblige, in the sum of

5 Percent of the Bid Amount, Dollars (\$ 5%-----)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Project: Fleece Back TPO recover 7200 Sq. Ft.

Bid Date: 6/30/2026

The conditions of this Bond are such that if the Oblige accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Oblige and Principal, and the Principal either (1) enters into a contract with the Oblige in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Oblige, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Oblige the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Oblige and Principal to extend the time in which the Oblige may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids, and the Oblige and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of June, 2026.

Witness

Gwaltney LLC dba Diamond Roofing

[Signature] Vice President
Title (Seal)

Granite Re, Inc.

[Signature]
Attorney in Fact Kyle Shipley (Seal)

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

LARRY A. CASPERS; JAMES G. BRAUN; JOHN B. SOLIDA; ANDREW A. RUPP; SHIRLEY A. BOLLIG; JOLENE COOPER; VIRGINIA R. DREILING; LORI ANTRIM; MELISSA DENNING-DICK; COLLEEN KUHN; ROSE MEYERS; MICHELLE ZOOK; SHANNON CHAFFIN; LORI MEIER; KYLE SHIPLEY; STEPHANIE TEMPLE; DYLAN FLEGLER; CRYSTAL COMBS; SHELLY PEACOCK; KIMBERLY GABEL; ROBYNN HICKERT its true and lawful Attorney-In-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

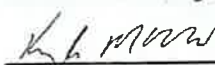
LARRY A. CASPERS; JAMES G. BRAUN; JOHN B. SOLIDA; ANDREW A. RUPP; SHIRLEY A. BOLLIG; JOLENE COOPER; VIRGINIA R. DREILING; LORI ANTRIM; MELISSA DENNING-DICK; COLLEEN KUHN; ROSE MEYERS; MICHELLE ZOOK; SHANNON CHAFFIN; LORI MEIER; KYLE SHIPLEY; STEPHANIE TEMPLE; DYLAN FLEGLER; CRYSTAL COMBS; SHELLY PEACOCK; KIMBERLY GABEL; ROBYNN HICKERT may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



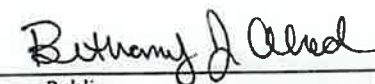

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620




Notary Public

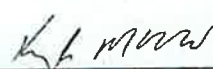
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
29th day of June, 2026.




Kyle P. McDonald, Assistant Secretary

SECTION 00 41 13 - BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

BID INFORMATION

1.01 **BIDDER:** DV Douglass Roofing, Inc

- A. Project Name: USD 457 Horace Good Re-Roof Area G
- B. Project Location:
 - 1. 121 W Walnut St., Garden City, Kansas.
- C. Owner: Garden City Unified School District #457 Board of Education.
- D. Architect: GMCN Architects, Inc.
- E. Architect Project Number: 202606

1.02 **CERTIFICATIONS AND BASE BID**

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
 - 1. Ninety-seven thousand five hundred Dollars (\$ 97,500.00).

1.03 **BID GUARANTEE**

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above:
 - 1. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 **SUBCONTRACTORS AND SUPPLIERS**

- A. The following companies shall execute subcontracts for the portions of the Work indicated:
 - 1. Plumbing Work: Tatro
 - 2. HVAC Work: Tatro
 - 3. Electrical Work: _____

1.05 **TIME OF COMPLETION**

- A. If this Bid is accepted we will:

- B. Complete the Base Bid Work in 75 calendar days from Notice to Proceed Date. (Bidder to enter number of days.)
- C. Complete the Total Work (Base bid and Alternate Bid) in 90 calendar days from Notice to Proceed Date. (Bidder to enter number of days.)

1.06 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
1. Addendum No. 1, dated 6/12/2026.
 2. Addendum No. 2, dated 6/22/2026.
 3. Addendum No. 3, dated _____.
 4. Addendum No. 4, dated _____.

1.07 ALTERNATE BIDS

- A. The undersigned agrees, if awarded the contract, to perform the work of any Alternate Bids selected by the Owner according to the same contract amount to be adjusted for each Alternate Bid accepted as follows:
- B. ALTERNATE BID NO. A-1: Shall consist of complete removal and replacement existing roofing system and all other work at Area J:
1. one hundred sixty thousand eight hundred Dollars (\$ 160,800).
 2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 45 days after the contract has been signed.

1.08 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed:
- B. U-1 Removal and replacement of any unsuitable wood blocking with new blocking per Section 06100, including disposal off site.
1. \$ 7.00 Per LF.
- C. U-2 Removal and replacement of any unsuitable metal deck, including disposal off site.
1. \$ 30.00 Per SF.

1.09 CHANGES TO THE WORK

- A. Changes in the Work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to that Work included in the Bid, namely:
1. Contractor Work performed by his own forces:
O&P 15 % Not-to-Exceed 15%
 2. Contractor Work performed by other than his own forces:
O&P 10 % Not-to-Exceed 10%
 3. Subcontractor Work performed by his own forces:
O&P 10 % Not-to-Exceed 10%
 4. Subcontractor Work performed by other than his own forces:
O&P 5 % Not-to-Exceed 5%

5. Percentages for overhead and profit will not be allowed on bond premiums.

1.10 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Bid Bond Form (AIA Document A310)

1.11 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Finney County and Garden City, Kansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.12 SUBMISSION OF BID

A. Respectfully submitted this 30th day of June, 2026.

B. Submitted By: DV Douglass Roofing, Inc.

C. (Name of bidding firm or corporation)

D. Authorized Signature: John Minet

E. (Handwritten signature)

F. Signed By: John Minet

G. (Type or print name)

H. Title: Project Manager

I. (Owner/Partner/President/Vice President)

J. Witness By: John Sample

K. (Handwritten signature)

L. Attest: _____

M. (Handwritten signature)

N. _____

O. (Type or print name)

P. Title: _____

Q. (Corporate Secretary or Assistant Secretary)

R. Street Address: 1215 W Mary St

S. City, State, Zip Garden City, KS 67846

T. Phone: 620-276-7474

U. License No.: 13-116302

V. Federal ID No.: 48-0865016

1.13 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113



P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT
KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Laura O'Neal

Its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

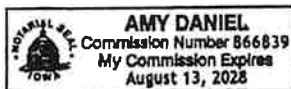
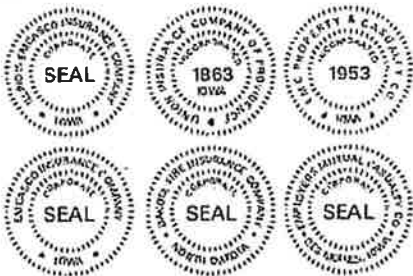
AUTHORITY FOR POWER OF ATTORNEY

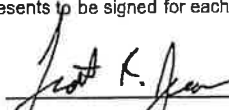
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

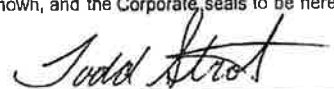
RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Seals

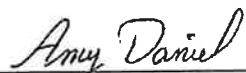



Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6


Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

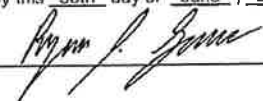
On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.


Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025, are true and correct and are still in full force and effect. In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 30th day of June, 2026.


Vice President

SECTION 00 41 13 - BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

BID INFORMATION

1.01 **BIDDER:** Meridian Roofing Solutions.

- A. Project Name: USD 457 Horace Good Re-Roof Area G
- B. Project Location:
 - 1. 121 W Walnut St., Garden City, Kansas.
- C. Owner: Garden City Unified School District #457 Board of Education.
- D. Architect: GMCN Architects, Inc.
- E. Architect Project Number: 202606

1.02 **CERTIFICATIONS AND BASE BID**

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
 - 1. One Hundred Three Thousand Three Hundred Forty Seven Dollars (\$ 103,347.00).

1.03 **BID GUARANTEE**

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above:
 - 1. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 **SUBCONTRACTORS AND SUPPLIERS**

- A. The following companies shall execute subcontracts for the portions of the Work indicated:
 - 1. Plumbing Work: Tatro.
 - 2. HVAC Work: Tatro.
 - 3. Electrical Work: _____.

1.05 **TIME OF COMPLETION**

- A. If this Bid is accepted we will:

- B. Complete the Base Bid Work in 60 calendar days from Notice to Proceed Date. (Bidder to enter number of days.)
- C. Complete the Total Work (Base bid and Alternate Bid) in 60 calendar days from Notice to Proceed Date. (Bidder to enter number of days.)

1.06 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
1. Addendum No. 1, dated 6/12/26.
 2. Addendum No. 2, dated 6/22/26.
 3. Addendum No. 3, dated _____.
 4. Addendum No. 4, dated _____.

1.07 ALTERNATE BIDS

- A. The undersigned agrees, if awarded the contract, to perform the work of any Alternate Bids selected by the Owner according to the same contract amount to be adjusted for each Alternate Bid accepted as follows:
- B. **ALTERNATE BID NO. A-1**: Shall consist of complete removal and replacement existing roofing system and all other work at Area J:
1. One Hundred Eighty One Thousand Five Hundred Fifty Seven Dollars (\$ 181,557.00).
 2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 45 days after the contract has been signed.

1.08 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed:
- B. U-1 Removal and replacement of any unsuitable wood blocking with new blocking per Section 06100, including disposal off site.
1. \$ 5.00 Per LF.
- C. U-2 Removal and replacement of any unsuitable metal deck, including disposal off site.
1. \$ 15.00 Per SF.

1.09 CHANGES TO THE WORK

- A. Changes in the Work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to that Work included in the Bid, namely:
1. Contractor Work performed by his own forces:
O&P 15 % Not-to-Exceed 15%
 2. Contractor Work performed by other than his own forces:
O&P 10 % Not-to-Exceed 10%
 3. Subcontractor Work performed by his own forces:
O&P 10 % Not-to-Exceed 10%
 4. Subcontractor Work performed by other than his own forces:
O&P 5 % Not-to-Exceed 5%

5. Percentages for overhead and profit will not be allowed on bond premiums.

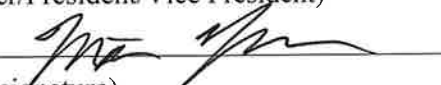
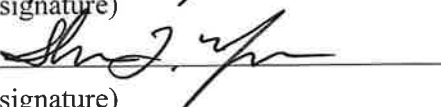
1.10 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
1. Bid Form Supplement - Bid Bond Form (AIA Document A310)

1.11 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Finney County and Garden City, Kansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.12 SUBMISSION OF BID

- A. Respectfully submitted this 30th day of June, 2026.
B. Submitted By: Meridian Roofing Solutions
C. (Name of bidding firm or corporation)
D. Authorized Signature: 
E. (Handwritten signature)
F. Signed By: Keith Richards
G. (Type or print name)
H. Title: Co-Owner
I. (Owner/Partner/President/Vice President)
J. Witness By: 
K. (Handwritten signature)
L. Attest: 
M. (Handwritten signature)
N. SHAWN MYERS
O. (Type or print name)
P. Title: GM
Q. (Corporate Secretary or Assistant Secretary)
R. Street Address: 1275 SW Topeka Blvd
S. City, State, Zip Topeka, KS 66612
T. Phone: 785-260-1277
U. License No.: 13-116686
V. Federal ID No.: 46-1240808

1.13 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113



BID BOND

KNOWN ALL BY THESE PRESENTS, That we, Meridian Roofing Solutions LLC, as Principal, and Western National Mutual Insurance Company, as Surety, are held and firmly bound unto USD 457 Garden City Schools 1205 Fleming Street Garden City, KS 67846, as Obligee, in the sum of 5% of bid Dollars (5% of bid) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for New TPO Roofing System and Sheet Metal Horace Good Middle School – Section G Reroof 1412 N. Main Street Garden City, KS 67846 ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 25th day of June, 2026.

Meridian Roofing Solutions LLC
(Principal)

By: [Signature]

Western National Mutual Insurance Company

By: [Signature]
Alexis Ribordy, Attorney-in-Fact



The relationship company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: **Derek Rowe, Alexis Ribordy, Anne Wardner, Greg Fankhauser, Jake Wyer**

(Peoples Insurance Group - #9620)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds)**, as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 5th day of December, 2023.

Jennifer A. Young

Jennifer A. Young, Secretary



Mark S. Hewitt

Mark S. Hewitt, Vice President, Surety

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 5th day of December, 2023, personally came before me, Jennifer A. Young and Mark S. Hewitt and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Deena A. Entrikin

Deena Anjali Entrikin, Notary Public
My commission expires January 31, 2029

CERTIFICATE

I, the undersigned, Secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Jennifer A. Young



Signed and sealed at the City of Edina, MN this 25th day of June, 2026

Jennifer A. Young, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER World Insurance Associates, LLC 534 S. Kansas Ave., Suite 710 Topeka KS 66603	CONTACT NAME: Alexis Ribordy	FAX (A/C, No): 785-271-8085	
	PHONE (A/C, No, Ext): 785-271-8097	E-MAIL ADDRESS: alexisribordy@worldinsurance.com	
INSURED Meridian Roofing Solutions, LLC 1275 SW Topeka Blvd. Topeka KS 66606	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Kansas Builders Insurance Group		900704
	INSURER B: West Bend Mutual Insurance Company		15350
	INSURER C: Evanston Insurance Company		35378
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 296339394**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			B631543	3/15/2026	3/15/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			B631543	3/15/2026	3/15/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			B631543	3/15/2026	3/15/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			2026-2812	1/1/2026	1/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Leased/Rented Pollution Liability			B631543 CPLMOL135445	3/15/2026 11/1/2025	3/15/2027 11/1/2027	Limit Limit 150,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

New TPO Roofing System and Sheet Metal
Horace Good Middle School - Section G Reroof
1412 N. Main Street
Garden City, KS 67846

CERTIFICATE HOLDER**CANCELLATION**

USD 457 Garden City Schools
1205 Fleming Street
Garden City KS 67846

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SECTION 00 41 13 - BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

BID INFORMATION

1.01 BIDDER: Weathercraft Co. Inc.

- A. Project Name: USD 457 Horace Good Re-Roof Area G
- B. Project Location:
 - 1. 121 W Walnut St., Garden City, Kansas.
- C. Owner: Garden City Unified School District #457 Board of Education.
- D. Architect: GMCN Architects, Inc.
- E. Architect Project Number: 202606

1.02 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
 - 1. One hundred nineteen thousand one hundred thirty-five Dollars (\$ 119,135.00).

1.03 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above:
 - 1. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:
 - 1. Plumbing Work: Tatro
 - 2. HVAC Work: Tatro
 - 3. Electrical Work: 3-G Electric

1.05 TIME OF COMPLETION

- A. If this Bid is accepted we will:

- B. Complete the Base Bid Work in 100 calendar days from Notice to Proceed Date. (Bidder to enter number of days.)
- C. Complete the Total Work (Base bid and Alternate Bid) in 150 calendar days from Notice to Proceed Date. (Bidder to enter number of days.)

1.06 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
1. Addendum No. 1, dated 6-12-26.
 2. Addendum No. 2, dated 6-22-26.
 3. Addendum No. 3, dated _____.
 4. Addendum No. 4, dated _____.

1.07 ALTERNATE BIDS

- A. The undersigned agrees, if awarded the contract, to perform the work of any Alternate Bids selected by the Owner according to the same contract amount to be adjusted for each Alternate Bid accepted as follows:
- B. **ALTERNATE BID NO. A-1:** Shall consist of complete removal and replacement existing roofing system and all other work at Area J:
1. One hundred seventy-four thousand three hundred Dollars
(\$ 174,300.00).
 2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 45 days after the contract has been signed.

1.08 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed:
- B. U-1 Removal and replacement of any unsuitable wood blocking with new blocking per Section 06100, including disposal off site.
1. \$ 4.25 Per LF.
- C. U-2 Removal and replacement of any unsuitable metal deck, including disposal off site.
1. \$ 56.00 Per SF.

1.09 CHANGES TO THE WORK

- A. Changes in the Work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to that Work included in the Bid, namely:
1. Contractor Work performed by his own forces:
O&P 15 % Not-to-Exceed 15%
 2. Contractor Work performed by other than his own forces:
O&P 10 % Not-to-Exceed 10%
 3. Subcontractor Work performed by his own forces:
O&P 10 % Not-to-Exceed 10%
 4. Subcontractor Work performed by other than his own forces:
O&P 5 % Not-to-Exceed 5%

5. Percentages for overhead and profit will not be allowed on bond premiums.

1.10 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
1. Bid Form Supplement - Bid Bond Form (AIA Document A310)

1.11 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Finncy County and Garden City, Kansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.12 SUBMISSION OF BID

- A. Respectfully submitted this 30th day of June, 2026.
B. Submitted By: Weathercraft Co. Inc.
C. (Name of bidding firm or corporation)
D. Authorized Signature: Thatcher Vap
E. (Handwritten signature)
F. Signed By: [Signature]
G. (Type or print name)
H. Title: President
I. (Owner/Partner/President/Vice President)
J. Witness By: Charles Patterson
K. (Handwritten signature)
L. Attest: Charles Patterson
M. (Handwritten signature)
N. _____
O. (Type or print name)
P. Title: _____
Q. (Corporate Secretary or Assistant Secretary)
R. Street Address: 807 East Fulton St.
S. City, State, Zip Garden City, Ks 67846
T. Phone: (620) 275-4070
U. License No.: 13 - 118363
V. Federal ID No.: 470839637

1.13 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
WGB Companies Inc dba Weathercraft
Company of Garden City
PO Box 745

Garden City, KS 67846

OWNER:

(Name, legal status and address)
Unified School District 457 Garden City, KS
1205 Fleming St

Garden City, KS 67846

BOND AMOUNT: Five Percent of the Amount Bid (5%)

SURETY:

(Name, legal status and principal place
of business)

Universal Surety Company

P.O. Box 80468

Lincoln, NE 68501

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

USD 457 Horace Good Reroof Area J

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of June, 2026


(Witness)


(Witness)

WGB Companies Inc dba Weathercraft Company of Garden City
(Principal) (Seal)


(Title)

Universal Surety Company

(Surety)


(Title) James M. King, Attorney-in-Fact

Init.

UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint

James M. King or Tamala J. Hurlbut or Jacob J. Buss
or Thomas L. King, Lincoln, Nebraska or Seth Weedn, Gretna, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed
this 16th day of February, 20 26.

Carol J. Clark

UNIVERSAL SURETY COMPANY

Curtis L. Hartter



State of Nebraska }
County of } ss.
Lancaster

By

President

On this 16th day of February, 20 26, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin



My Commission Expires February 16, 2030.

Notary Public

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 30th day of June, 20 26.

Philip C. Abel

Director



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
WGB Companies Inc dba Weathercraft
Company of Garden City
PO Box 745

Garden City, KS 67846

OWNER:

(Name, legal status and address)
Unified School District 457 Garden City, KS
1205 Fleming St

Garden City, KS 67846

BOND AMOUNT: Five Percent of the Amount Bid (5%)

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Universal Surety Company

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Lincoln, NE 68501

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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PROJECT:

(Name, location or address, and Project number, if any)

USD 457 Horace Good Reroof Area G

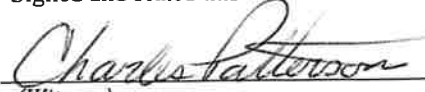
Project Number, if any:

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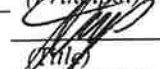
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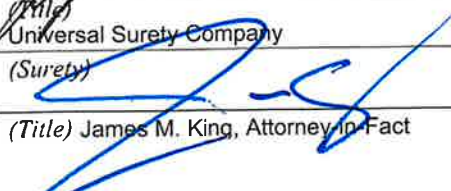
Signed and sealed this 30th day of June, 2026


(Witness)


(Witness)

WGB Companies Inc dba Weathercraft Company of Garden City
(Principal) (Seal)


(Title) Universal Surety Company
(Surety) (Seal)


(Title) James M. King, Attorney-in-Fact

Init.

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Lincoln, Nebraska

POWER OF ATTORNEY

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Carol J. Clark

UNIVERSAL SURETY COMPANY

Curt L. Hartter



State of Nebraska }
County of } ss.
Lancaster

By

President

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Tara Martin



My Commission Expires February 16, 2030.

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Signed and sealed at the City of Lincoln, Nebraska this 30th day of June, 20 26.

Philip C. Abel

Director



MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Brandon Anderson, Director of Plant Facilities
DATE: 07/01/2026
RE: Consider and Act on accepting proposal for Scope of Work (SOW) for the Core Facilities Conditions Assessment (FCA) for Garden City Public School District #457 campuses.

ISSUE:

As we discussed during the LRP discussion last month, it would be beneficial to have an assessment done of all mechanical components in the district. The need for this information done by an independent assessment would (and will) be vital to make district decisions regarding long range decisions in the coming years. This Facilities Conditions Assessment would cost \$129,332.77 and would cover everything listed in the proposal (HVAC, Electrical, Generators, Hot Water Heaters, Backflows and All Nutrition equipment) for an optional cost of \$27,500 it would rate roofs as well.

Director of Plant Facilities, Brandon Anderson will be available for questions.

BACKGROUND:

There are many reasons to have an assessment like this done by an independent company. This information would be a baseline system for us to use when making long range planning decisions as well as a one of the many bits of information which will be needed as the district makes larger decisions in the near future regarding renewing a bond or considering campus needs. With Directors relatively new to their positions in Plant Facilities and Nutrition it would be beneficial to those departments and would encompass them all in one software moving forward.

ALTERNATIVES:

1. Take No Action
2. Accept proposal for the Scope of Work to do a Facilities Condition Assessment of all USD #457 components listed for a cost of \$129,332.77.
3. Accept proposal for the SOW to do the FCA of all USD #457 components listed plus all USD #457 roofs for a cost of \$156,832.77.

RECOMMENDATION:

I believe having an assessment done that is completely integrable with our existing FMX software would be key. We can do this through the TIPS buying cooperative and this would alleviate the bidding requirement for this service. Staff recommendation is to move forward with the FCA for the scope of work covered. We currently have a flooring and roofing plan that is current and can be utilized for those assets.

FISCAL NOTE:

This is the addition to our current FMX Work Order System implemented last Summer that we moved to from our old TMA System. The current FMX Work Order module cost the district around \$12,000 annually to run. The additional module needed for this Capital Planning will cost the district around \$11,000 annually with a one-time \$5000 implementation fee. As a note of reference, the old TMA Work Order System was running around \$60,000 annually. This is an unbudgeted expense but would be very beneficial to Plant Facilities and Nutrition to assess our current equipment status and needs.

ATTACHMENTS:

FMX Proposal for FCA



www.gofmx.com
844.664.4400
800 Yard St., Suite 115
Columbus, OH 43212

Garden City Unified School District 457 Core FCA Scope of Work

2026-06-23 REVA

FMX is pleased to propose the following scope of work (SOW) for the Core FCA for the Garden City Unified School District 457

FMX Scope Items

FMX will send a team on-site to assess the following buildings outlined in Table 1 below.

School Name	Gross Area
Abe Hubert Elementary	83,078
Alta Brown Elementary	63,027
Bernadine Sitts Intermediate	73,653
Buffalo Jones Elementary	38,177
Charles O Stones Intermediate Center	75,237
Edith Sheuerman Elementary	39,640
Educational Support Center	23,193
Florence Wilson Elementary	66,204
Garden City High School	404,902
Garfield Early Childhood Center	51,906
Georgia Matthews Elementary	28,156
Gertrude Walker Elementary	36,885
Horace J Good Middle	205,101
Jennie Wilson Elementary	32,377
Kenneth Henderson Middle	88,768
Plymell Elementary	17,025
Victor Ornelas Elementary	61,156
Achieve/Virtual	71,148
Jennie Barker Elementary	16,162
Transportation	19,462
PF Service Center	26,305
Total	1,521,562

Table 1: Buildings in AIA Scope

The team will assess the MEP items outlined in Table 2





Scope Items	Photographs Taken	Condition Assessed	Replacement Cost Estimated	Replacement Date Estimated	QR Code Applied
HVAC					
Air Handling Units	Yes	Yes	Yes	Yes	Yes
Boilers	Yes	Yes	Yes	Yes	Yes
Chillers	Yes	Yes	Yes	Yes	Yes
Chilled and Hot Water Circulation Pumps (1HP+)	Yes	Yes	Yes	Yes	Yes
Cooling Towers	Yes	Yes	Yes	Yes	Yes
Energy Recovery Units	Yes	Yes	Yes	Yes	Yes
Make Up Air Units	Yes	Yes	Yes	Yes	Yes
Condensing Units	Yes	Yes	Yes	Yes	Yes
Packaged Units	Yes	Yes	Yes	Yes	Yes
Heat Pumps	Yes	Yes	Yes	Yes	Yes
Furnaces	Yes	Yes	Yes	Yes	Yes
Split Systems	Yes	Yes	Yes	Yes	Yes
Floor Unit Ventilators	Yes	Yes	Yes	Yes	Yes
VAV Boxes, Fan Coil Units- System Level	No	System level based on customer information	Yes	Yes	No
Electrical					





Main Electrical Panel	Yes	Yes	No	No	Yes
Emergency Backup Generators	Yes	Yes	Yes	Yes	Yes
Plumbing					
Main Backflow Preventer	Yes	No	No	No	Yes
Domestic Booster Pumps (1HP+)	Yes	Yes	Yes	Yes	Yes
Domestic Hot Water Heaters & Hot Water Storage Tanks (40 Gallons +)	Yes	Yes	Yes	Yes	Yes
Building Envelope					
Roof (Optional) - See Optional Services Section	Yes	Yes	Yes	Yes	No
Overhead Doors (Motorized Only)	Yes	Yes	Yes	Yes	Yes
Food Service Equipment					
Walk-ins (Refrigerator & Freezer)	Yes	Yes	Yes	Yes	Yes
Ovens	Yes	Yes	Yes	Yes	Yes
Proofers, Warmers	Yes	Yes	Yes	Yes	Yes
Dishwashers	Yes	Yes	Yes	Yes	Yes





www.gofmx.com
844.664.4400
800 Yard St., Suite 115
Columbus, OH 43212

Coolers	Yes	Yes	Yes	Yes	Yes
Reach-ins (Refrigerator & Freezer)	Yes	Yes	Yes	Yes	Yes

During the assessment, our team will inventory all fixed, visible, and accessible building equipment as outlined in Table 2. Relevant nameplate data will be entered into FMX, including Manufacturer, Model, Serial Number, Capacity Information, and Age, provided this information is readily accessible, legible, and safe to obtain. This process will focus on major mechanical, electrical, and plumbing (MEP) equipment as detailed in Table 2.

The team will also evaluate the condition of each item and assign an estimated replacement cost and replacement date. Additionally, asset photos will be captured, including the QR code tag, the asset itself, and its nameplate (if present). Each asset's location will be identified, and QR codes will be applied as specified in Table 2.

To ensure safety and efficiency, assets will not be powered off, unplugged, relocated, or opened to access manufacturer data plates. When such plates are inaccessible, the information will be recorded as "Unknown."

Interactive Mapping

The FMX team will set up interactive maps for the district using the FMX interactive mapping product as per the scope outlined in Table 2.

With Interactive Mapping, organizations can record the physical location of their assets, spaces, and even users to create a visual paradigm of their organization. Interactive Mapping gives employees an easy-to-update and interactive guide of where assets, work, and events are located across an organization which is critical to deploy the right people, at the right time, to the right locations.

Floorplans are provided by the customer and must be received at least 14 days prior to the on-site work beginning.

***Note that interactive mapping has an annual fee component that is included in a contract separate from this Core FCA scope of services.*





www.gofmx.com
844.664.4400
800 Yard St., Suite 115
Columbus, OH 43212

Capital Planning Dashboard

The FMX team will also utilize the replacement costs and replacement dates to create a Capital Planning dashboard for Garden City Unified School District 457.

Develop a long-term capital plan by projecting asset replacement costs and aligning them with future budget allocations.

FMX's Capital Planner empowers organizations to optimize their budget allocation. This optimization enables them to prioritize strategic enhancement and improvement investments. The tool provides clear visibility into future asset replacement costs and upcoming project costs against projected budgets, ensuring financial readiness and long-term sustainability.

Improve financial planning by providing a clear overview of future capital expenditures.

Support long-term strategic goals by aligning capital investments with organizational and community priorities.

Enhance data-driven capital investment decision making, ensuring resources are allocated effectively.

Improve community and organization conditions by promptly addressing issues.

Mitigate unexpected asset failure risk by identifying potential replacement costs and planning accordingly.

*****Note that Capital Planning dashboards have an annual fee component that is included in a contract separate from this Core FCA scope of services***

Optional Services (Check Box to Opt in)		
Roofing Assessment	\$27,500	☐





www.gofmx.com
844.664.4400
800 Yard St., Suite 115
Columbus, OH 43212

Fees

The fee to perform the work outlined above is: \$129,332.77

- 25% Billed up front - Mobilization
- 25% Day one of on-site work
- 25% Billed upon completion of on-site work
- 25% will be billed upon completion of the Data Tasks, Interactive Mapping, and Capital Forecast Dashboards where applicable

Name (Printed):_____

Date:_____

Signature:_____



MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Jessica Nothern, Chief Financial Officer
DATE: July 6, 2026
RE: Motion for Student Funds Credit Cards

ISSUE:

The Board of Education is requested to make a motion for Student Funds credit cards.

BACKGROUND:

I am requesting Board authorization to apply for and administer credit card accounts through Dream First for Student Fund purposes, with a combined monthly credit limit not to exceed \$100,000.

Dream First's credit card company requires formal Board authorization before the application can be approved. This authorization is a standard requirement of the bank and does not represent a change in district purchasing authority or financial controls.

ALTERNATIVES:

None

RECOMMENDATION:

It is recommended that the Board of Education make the motion to authorize Jessica Nothern to apply for these credit cards.

FISCAL NOTE:

Approval of this motion does not create additional spending authority beyond existing Board-approved budgets and Student Fund resources. The requested limit of up to \$100,000 per month establishes the maximum available credit line and is intended to provide adequate capacity for district-wide Student Fund purchases and activity-related expenditures.

ATTACHMENTS:

None

MEMORANDUM

TO: Board of Education
THRU: Randy Ralston, BOE President
FROM: Drew Thon, Deputy Superintendent
DATE: Tuesday, July 8, 2026
RE: KASB Policy Updates (June 2026)

ISSUE:

The Kansas Association of School Boards (KASB) has released its June 2026 policy updates, recommending revisions to several board policies due to changes in state and federal law, updated guidance from the Kansas State Department of Education (KSDE), and technical corrections. Administration is presenting these policies for a first read and requesting board review prior to adoption at a future meeting. They have been reviewed and approved by legal counsel.

BACKGROUND:

KASB periodically reviews and updates its recommended policy manual to ensure school districts remain compliant with legislative changes and evolving legal requirements. The June 2026 updates include revisions to policies related to district finances, emergency preparedness, student attendance, enrollment procedures, student records, food services, Title IX compliance, and student health services.

The following policies are being presented for first read:

CCA – Curriculum - Technical and legal updates.

DFE - Investment of Funds - Updates due to changes in Kansas law regarding school district investments.

EBBE - Emergency Drills - Aligns with new requirements for crisis drills and active shooter drill procedures.

EE - Food Services Management - Aligns district procedures with federal school meal requirements.

GAAC - Sex-Based Discrimination - Updates Title IX procedures and clarifies complaint processes.

JB - Attendance Records - Addresses student walkouts and attendance requirements under new state law.

JBC – Enrollment - Revises enrollment requirements for foster students.

JBCC - Enrollment of Nonresident Students - Updates procedures for foster care and foreign exchange students.

JBD - Absences and Excuses - Clarifies disciplinary procedures related to unexcused absences and student walkouts.

JGEC - Sex-Based Discrimination - Updates Title IX procedures for students and simplifies non-sexual harassment complaint procedures.

JGFGA - Administration of Emergency Opioid Antagonists - Requires schools to maintain a stock supply of Naloxone.

JGFGBA - Student Self-Administration of Medication - Updates terminology and procedures regarding emergency medications.

JQKA - Foreign Exchange Students - Revises enrollment procedures for foreign exchange students.

JRB - Release of Student Records - Requires expedited transfer of records for foster and certain special education students.

Several of these revisions are necessary to comply with new legislation enacted during the 2026 Kansas Legislative Session, while others are recommended best practices to maintain alignment with federal requirements and KASB guidance.

ADMINISTRATIVE OPINION:

ALTERNATIVES:

- Option 1: Adopt all recommended KASB policy revisions following the second reading to ensure the district's policies remain current and aligned with state and federal law.
- Option 2: Adopt only those policy revisions that are necessary to comply with new state or federal law and direct administration to further review optional or recommended policy changes before bringing them back to the Board.
- Option 3: Maintain the district's current policy manual without adopting the June 2026 KASB revisions.

RECOMMENDATION:

District administration, in consultation with legal counsel and appropriate department leaders, has reviewed the recommended revisions and believes they align with current district practices and legal obligations. Adoption of these revisions will ensure the district's policy manual remains current and compliant with state and federal requirements.

It is administrations recommendation that the Board of Education adopt all recommended KASB policy revisions following the second reading to ensure the district's policies remain current and aligned with state and federal law.

FISCAL NOTE:

There is no direct fiscal impact associated with adopting these policy revisions. Certain policies, including those related to emergency preparedness and stock supplies of Naloxone, may have minor operational implications; however, existing resources and state-supported programs are expected to minimize any additional costs.

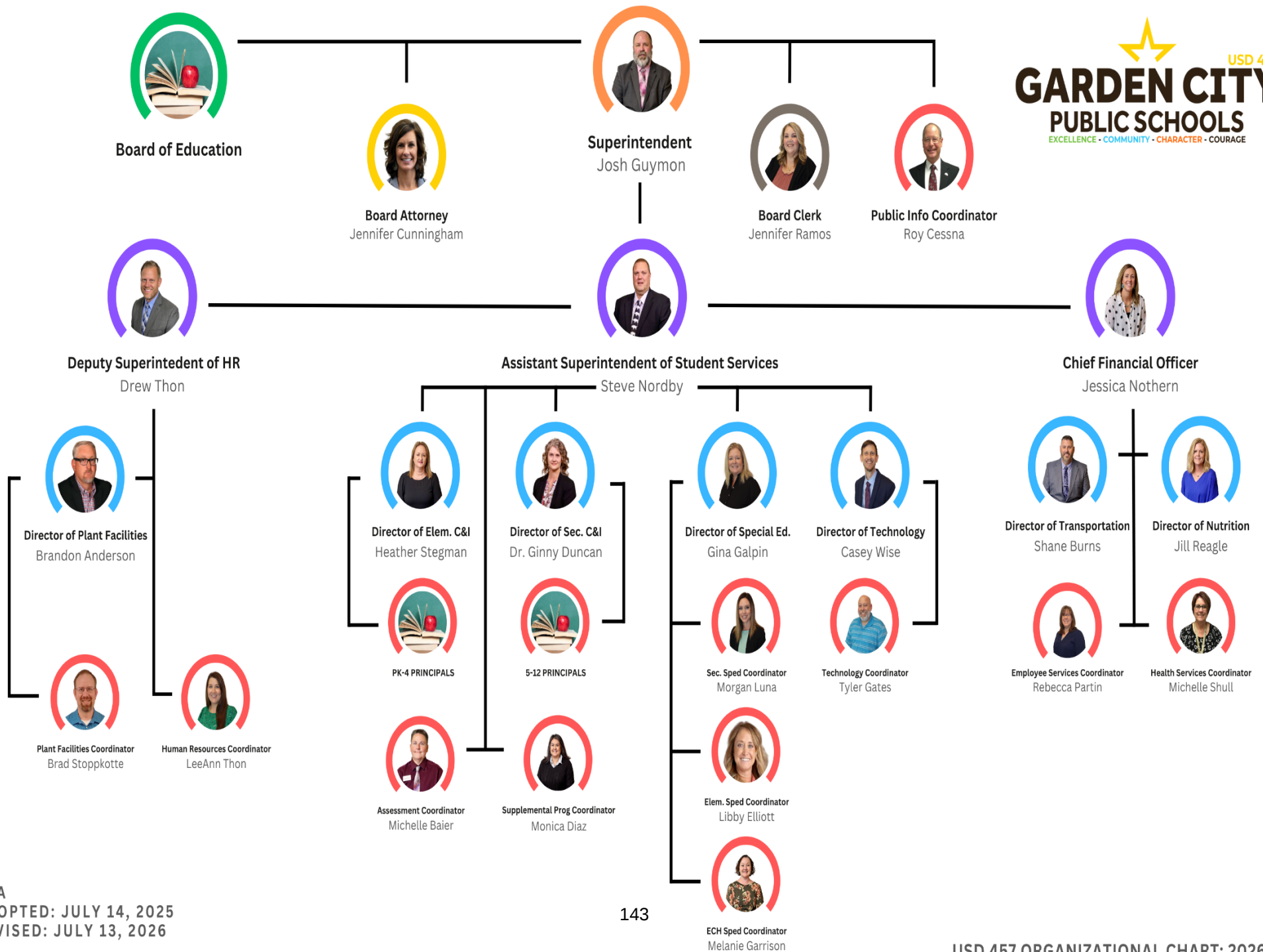
ATTACHMENTS:

- KASB Policy Updates

Sincerely,



Drew Thon
Deputy Superintendent



DFE - Investment of Funds

The board shall designate the banks, savings and loan associations, and savings banks that shall serve as depositories of the district's funds and the officer(s) and employee(s) that shall serve as depositories of the board's funds on behalf of the district. Any changes in such designations shall be ratified by board action and recorded in board minutes. The depositories designated by the board shall be responsible for investment of school district monies, and no individual authorized to have custody of board and district funds shall deposit such funds other than at banks, savings and loan associations, and savings banks designated by the board.

Any monies not immediately required for the purposes for which the monies were collected or received may be invested as provided by current statute. Investment objectives are to protect the investment principal, provide liquidity, and maximize investment return.

All offerings of monies for investment shall state the type of investment, the amount to be invested, and the maturity date of each investment. All responses shall be directed to the superintendent, or one of the board's designated depositories as designated by the superintendent, and shall be specified on the basis of simple interest.

Posting Securities

All investments of district monies not covered by the Federal Deposit Insurance Corporation (F.D.I.C.) coverage shall be secured to 102% of the amount of district monies by a pledge of direct federal obligations, or direct guaranteed federal agency deposits in accordance with requirements of state law or by the public moneys pooled method. Any investments in savings deposits, demand deposits, time deposits, open accounts, certificates of deposit, or time certificates of deposit in excess of the amount insured or guaranteed by the F.D.I.C. shall be secured by the Pool Money Investment Board with the Kansas State Treasurer. All investments acquired by repurchase agreements shall be perfected in the name of the district and shall be delivered to a third-party custodian, which may be the Kansas State Treasurer. Exceptions to the required posting of securities shall be only as provided by law and with approval of the board.

Savings Investments

All banks, savings and loan associations, and savings banks (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. Proposals for savings type accounts will be for maturities of not more than two years. If one or

more financial institutions will pay an interest rate equal to or greater than the investment rate, the district shall select one or more of the eligible financial institutions.

Repurchase Investments

The district may also make requests for proposals to invest in repurchase agreements for direct obligations of, or obligations that are insured as the principal and interest by, the United States government or any agency thereof with financial institutions located in the district. If there is no financial institution in the district, or the in-district institutions are not willing to pay an interest rate equal to or greater than the investment rate, then the district may use financial institutions in the county or counties in which the district is located. If no financial institution listed above is willing to enter into an agreement at an interest rate equal to or greater than the investment rate, then the district may enter into agreements with financial institutions located within Kansas.

Selection of Proposals

Distribution of monies for investment shall be as follows:

A depository designated by the board shall inform each eligible financial institution of the total amount of money to be invested on a specified date, the maturity date of the investment, and the type of investment. Each financial institution responding shall submit a proposal for the type of investment and the rate of interest it would pay on each type of investment for 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 proposal rate on each type of investment.

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.

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 depository designated by the board.

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 for each type of investment; 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; 7/24/25; 7/30/26

EBBE - Emergency Drills

Building principals shall be responsible for scheduling and conducting emergency and safety drills as required by law and for ensuring students are instructed in the procedures to follow during the drills and in an actual emergency.

Each building principal shall develop a written plan for specific emergency drills required by law. The plan shall include specific arrangements for the evacuation of mobility impaired and other individuals who may need assistance from staff members to safely exit the building. Although plans for evacuation are essential, the state fire marshal may grant exemptions to the number or manner of drills required by law with regard to students receiving special education or related services, upon request.

Each principal shall conduct briefings with the staff concerning the emergency plan.

Each teacher shall explain relevant portions of the plan to students under their jurisdiction prior to a date established by the principal. Within one week thereafter, the building principal shall conduct a surprise drill. Other drills shall be held at times determined by the building principal.

The four fire drills and three crisis drills required by law may be scheduled at any time during the school year. "Crisis drills" includes intruder response drills, lockdown drills, and active shooter drills but does not include active shooter simulations. The two tornado drills required shall be conducted in September and March. All these drills must be conducted by each school during school hours and cannot be made part of regular dismissal at the close of the school day.

Each emergency and safety drill plan shall be reviewed by the superintendent and filed with the clerk.

Active Shooter Drills

For the purposes of this policy, terms have the following meanings.

"Active shooter drill" means an emergency preparedness drill designed to inform and instruct students, teachers, school personnel and other school staff on how to respond in the event that an armed intruder is on the school campus or an armed assailant is in the immediate vicinity of the school. "Active shooter drill" includes:

- For grades kindergarten through five, instruction through tabletop exercises and identification of appropriate places for students to locate during an emergency; and
- for grades six through 12, the information described earlier in this definition and the practice of active shooter drills.

"Active shooter drill" does not include any sensory components, activities or elements that mimic a real-life shooting. "Active shooter drill" is not an active shooter simulation.

“Active shooter simulation” means an emergency exercise, including full-scale or functional exercises, designed to inform and instruct adult teachers, school personnel and other school staff on how to respond in the event of an armed intruder on the school campus or an armed assailant in the immediate vicinity of the school. “Active shooter simulation” includes activities or elements mimicking a real-life shooting, including, but not limited to, simulation of tactical response by law enforcement. “Active shooter simulation” does not include active shooter drills.

“School” means any elementary or secondary public school maintained and operated by a school district and any accredited nonpublic school that provides any of the grades kindergarten through 12.

“Tabletop exercise” means an exercise designed to help students better understand their individual or group roles and responsibilities. “Tabletop exercises” may include constructive problem-solving as it relates to an armed intruder on the school property or an armed assailant in the immediate vicinity of the school and may incorporate age-appropriate written or video scenarios for students to follow.

The district shall conduct active shooter drills that are consistent with the guidelines published by the Kansas State Department of Education.

Once per year, the board shall review the efficacy and effect of active shooter drills and any impacts of such drills on the safety and mental health of students, teachers, and other school personnel and staff.

The principal in any district school where an active shooter drill, active shooter simulation, or tactical training exercise is to take place shall ensure a school employee notifies each parent or person acting as parent at least 24 hours prior to an active shooter drill, active shooter simulation, or tactical training exercise. The notice shall provide that the parent or person acting as parent may opt their student out of participation in such drill or simulation. Any student who is opted out of an active shooter drill or simulation shall have the opportunity to participate in alternative safety education and shall not receive any negative or punitive treatment for not participating in such drill or simulation. If notice cannot be provided at least 24 hours prior to an active shooter drill or simulation, notice shall be provided within 24 hours of the conclusion of the active shooter drill or simulation.

Nothing in this section shall be deemed to supersede or limit the ability of a parent or person acting as parent to opt their student out of participation in an active shooter drill or simulation; or require any school to conduct active shooter drills in a manner that conflicts with the guidelines published by the Kansas State Department of Education.

Except as otherwise provided in this policy regarding tactical training exercises with law enforcement, no school shall conduct, sponsor, or permit any active shooter simulation on school property where students in grades kindergarten through eight regularly attend school.

The board of education or governing body of a school may conduct, sponsor, or permit active shooter simulations on school property, if only students in grades 9 through 12 regularly attend school on such school property.

Nothing in this section shall prohibit law enforcement agencies and adult school personnel from conducting or participating in tactical training exercises on school property if:

- The exercises do not occur during regular school hours or any time when students are present or expected to be present;
- no student participates in such exercises; and
- the board has provided prior written authorization for the use of school property for such exercises.

Approved: 7/22/24

Revised: 7/30/26

EE - Food Services Management

(See EBBB)

A supervisor may be hired by the board to oversee the district's food service program.

Sanitation Inspections

The Nutrition Service Department shall inspect each cafeteria to ensure that proper sanitation procedures are being followed.

Records

The supervisor shall be responsible for keeping food service records required by state and federal laws and regulations.

The supervisor shall be under the direct supervision of the superintendent and shall have control over all aspects of the district's food service programs subject to board policy, rules and state and federal regulations.

Meal Prices

Meal prices shall be determined by the board.

Free or Reduced Price Meals

Parents or guardians of students attending schools participating in federal school meal programs must be informed of the availability of reimbursable school meals and provided with information about eligibility and the process for applying for free or reduced price meals on or before the start of school each year. Access to this policy will be provided to parents or guardians when they receive information regarding eligibility and applying for free or reduced price meals.

Unpaid Meal Charges

The district's meal charging requirements are as follows.

A charge account for students paying full or reduced price for meals may be established with the district. Students may charge no more than \$11.40 in the elementary grades, \$9.10 in the middle or junior high grades, and \$3.45 in the high school grades for the purchase of meals to this account. Charging of a la carte or extra items to this account will not be permitted.

Any student failing to keep a charge account solvent as required by this policy shall not be allowed to charge further meals until the negative account balance has been paid in full. However, such students will be allowed to purchase a meal if the student pays for the meal when it is received. Students who have charged the maximum allowance to this account and cannot pay out of pocket for a meal will be provided an alternate meal consisting of a peanut butter, nut butter alternative, or deli meat sandwich, fruit, vegetable, and milk. Care will be taken by staff members requesting and distributing any alternate meals per this policy to do so discretely, while protecting the privacy of the student and the student's

parent or guardian regarding negative account balances. When providing an alternate meal, district staff will provide reasonable accommodations to students with disabilities with special dietary needs.

At least one verbal and one written warning shall be provided to a student and the student's parent or guardian prior to denying meals for exceeding the district's charge limit. Access to this policy will be provided to the student's parent or guardian with the written warning. If payment of the negative balance is not received within 5 working days of the maximum charge limit being attained, the debt will be turned over to the superintendent or superintendent's designee for collection in accordance with board policy DP. If the debt is not paid within 10 days of mailing the final notice of the negative account balance under policy DP, it shall be considered bad debt for the purposes of federal law concerning unpaid meal charges. Bad debt must be written off as an operating loss and restored using non-Federal funds, even if it has been turned over for collection through other legal means.

Payments for school meals may be made at the school or district office, at the point of service of school meals, or online at <https://family.etrition.com/p/GC457> or the parent page of gckschools.com (EZ Meal Pay). Students, parents, and guardians of students are encouraged to prepay meal costs.

The district will provide a copy of this unpaid meal charges policy to all households at or before the start of school each year and to families and students that transfer into the district at the time of transfer. The terms of this policy will also be communicated to all district staff responsible for enforcing any aspect of the policy, a copy of the policy will be posted in district meal service facilities, and the policy will be made available on the district's website and social media accounts. Records of how and when it is communicated to households and staff will be retained.

Adopted: 12/16/91

Revised: 8/14/17; 5/23/22; 7/22/24; 7/30/26

GAAC – Sex-Based Discrimination

(See GAF and JGEC)

The board of education is committed to providing a positive and productive working and learning environment, free from discrimination on the basis of sex, including sexual harassment. The district does not discriminate on the basis of sex in admissions, employment, or the educational programs or activities it operates. Discrimination on the basis of sex, including sexual harassment, of employees or students of the district in any district education program or activity will not be tolerated in the school district and is strictly prohibited.

Sex-based discrimination, including sexual harassment, is unlawful discrimination under Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, and the Kansas Act Against Discrimination. All forms of sexual harassment are prohibited at school, on school property, and at all school-sponsored activities, programs, or events within the United States.

The Deputy Superintendent, 1205 Fleming St., Garden City, KS, 67846, 620-805-7020, has been designated to coordinate compliance with nondiscrimination requirements contained in Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 regarding discrimination on the basis of sex, and the Kansas Act Against Discrimination. Information concerning the provisions of these Acts, and the rights provided thereunder, are available from the designated compliance coordinator identified herein. Inquiries about the application of Title IX to the district may be referred to the Title IX Coordinator; to the Assistant Secretary for Civil Rights at the U.S. Department of Education, Office of Civil Rights, 400 Maryland Avenue, SW, Washington D.C. 20202-1100, (800)421-3481, or at OCR@ed.gov; or both.

Definitions

For the purposes of this policy, the following definitions apply.

“Appeal decision-maker” reviews the appeal along with written statements in support of, or challenging, the outcome of the written determination regarding responsibility, and other relevant documentation collected during the formal grievance process. The appeal decision-maker shall not be the Title IX Coordinator, investigator, decision-maker, or informal resolution facilitator.

“Complainant” means an individual who is alleged to be a victim of conduct that could constitute sexual harassment.

“Dating violence” means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved.

“Decision-maker” reviews all the evidence and prepares an impartial written responsibility determination as to whether the alleged conduct occurred and provides an opportunity for the parties and their representatives to prepare written questions to be answered by the other party. The decision-maker shall not be the Title IX Coordinator, investigator, or informal resolution facilitator.

“Domestic violence” includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of Kansas.

“Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment.

“Informal resolution facilitator” is a neutral person, designated by the Title IX Coordinator, who has been trained to assist the parties through the voluntary informal resolution process. The informal resolution facilitator shall not be the Title IX Coordinator, investigator, decision-maker, or appeal-decision maker.

“Investigator” is the person who carries out the investigation after the formal complaint is filed and conducts interviews of the witnesses, collects and documents evidence, and drafts an investigative report. The investigator shall not be the Title IX Coordinator, decision-maker, appeal decision-maker, or informal resolution facilitator.

“Respondent” is an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

“Sex-based discrimination” means any unfair treatment, unequal opportunity, or harassment on the basis of sex in the district’s programs or activities.

“Sexual assault” means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

“Sexual harassment” means conduct on the basis of sex involving one or more of the following: (1) A district employee conditioning the provision of an aid, benefit, or service of the district on an individual’s participation in unwelcomed sexual conduct; (2) unwelcomed conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district’s educational program or activity; or (3) sexual assault, dating violence, domestic violence, or stalking.

“Stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or to suffer substantial emotional distress.

“Supportive measures” mean non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent regardless of whether a formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the recipient's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school, and other similar measures. The supportive measures provided to the complainant or respondent by the district must remain confidential to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

“Title IX Coordinator” is the individual designated at the district level who has the responsibility to coordinate compliance with Title IX of the Education Amendments of 1972. The Title IX Coordinator’s responsibilities include, but are not limited to: developing materials and ensuring professional development occurs for staff involved in Title IX compliance, creating systems to centralize records, gathering relevant data, contacting the complainant (and/or parents or guardians, if applicable) once the district has actual knowledge of alleged sexual harassment, coordinating the implementation of supportive measures, signing a formal complaint to initiate a grievance process, and ensuring any remedies are implemented.

Reporting of Sex-Based Discrimination, including Sexual Harassment

The district takes all reports of sex-based discrimination, including sexual harassment, seriously and will respond meaningfully to every such report of which the district has actual knowledge.

The district encourages all victims of sexual harassment and persons with knowledge of such harassment to report the harassment immediately. Any person may make a verbal or written report of sex discrimination by any means and at any time.

Any act of retaliation or discrimination against any person who has opposed discrimination; filed a complaint; or testified, assisted, or participated in any investigation, proceeding, or appeal involving sex-based discrimination, including sexual harassment, is prohibited. The district will take appropriate available action to address retaliation, which may include student or employee discipline procedures.

It shall be a violation to discourage a student or an employee from filing a complaint, or to fail to

investigate or refer for investigation, any complaint lodged under the provisions of this policy. Violation of this policy shall result in appropriate disciplinary action.

False or malicious complaints of sex-based discrimination, including sexual harassment, may result in corrective or disciplinary action against the complainant.

False statements made in the course of an investigation of sex-based discrimination, including sexual harassment, may result in corrective or disciplinary action against the individual.

Complaint Process for Sex-Based Discrimination (Not Sexual Harassment)

Complaints of sex-based discrimination that do not allege sexual harassment will be investigated through the complaint procedure outlined in policy KN to determine whether, under the totality of the circumstances, the alleged behavior constitutes a violation of this policy. Actions determined to be in violation of this policy shall result in disciplinary action, up to and including termination for employees and expulsion for students. Actions which are in violation of other policies but do not constitute sex-based discrimination may also result in appropriate discipline.

Grievance Process for Sexual Harassment

Any employee who witnesses an act of sexual harassment or receives a complaint of harassment from another employee or a student shall report the complaint to the Title IX Coordinator, the employee's supervisor, or other designated district official. Employees who fail to appropriately report complaints or incidents of sexual harassment to the Title IX Coordinator, the employee's supervisor, or other designated district official may face disciplinary action.

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.

The Title IX Coordinator, any investigator, decision-maker, appeal decision-maker, or any informal resolution facilitator shall not have a conflict of interest or bias for or against the complainant or respondent. These individuals shall receive training on the definition of sexual harassment; the scope of the education program and activities; how to conduct an investigation, including appeals and informal resolution processes; and how to serve impartially, including avoiding prejudgment of the facts, conflicts of interest, and bias.

Investigators shall receive training on issues of relevance of questions and evidence in order to create investigative reports that fairly summarize relevant evidence. Decision-makers shall receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant.

Within 10 business days of any reports of sexual harassment, the Title IX Coordinator shall, contact the complainant and discuss the availability of supportive measures, with or without the filing of a formal complaint; consider the complainant's wishes as to supportive measures; and inform the complainant of the right to a formal complaint investigation consistent with Title IX and the informal resolution process.

Informal Resolution Process for Sexual Harassment Complaints

At any time during the formal complaint process regarding alleged sexual harassment and prior to reaching a determination regarding responsibility, the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and determination of responsibility.

The informal resolution process requires:

- The informal resolution facilitator is to be a trained educational professional, consultant, or other individual selected by the Title IX Coordinator who has received training on their role;
- the parties to be provided a written notice disclosing the allegations, the requirements of the informal resolution process, and information on when it may preclude the parties from resuming a formal complaint arising from the same allegations;
- at any time prior to agreeing to a resolution, any party to have the right to withdraw from the informal resolution process and resume the investigation of the formal complaint and to be informed of any consequences resulting from participating in the informal resolution process;
- that the parties voluntarily consent, in writing, to the informal resolution process; and
- that the informal resolution process is not used to resolve allegations that an employee has sexually harassed a student.

If the matter is resolved to the satisfaction of the parties, the facilitator shall document the nature of the complaint and the resolution, have both parties sign the agreement, provide a copy of the agreement to both parties, and forward it to the Title IX Coordinator. If the matter is not resolved, the informal resolution facilitator will notify the Title IX Coordinator, who will resume the formal complaint process.

Formal Grievance Process for Sexual Harassment Complaints

No formal investigation of alleged sexual harassment may occur until after a formal complaint has been filed.

The procedures for filing a formal complaint are as follows.

- At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the district concerning which the formal complaint is filed.

- A formal complaint should be filed in writing and contain the name and address of the person filing the complaint. The complaint should briefly describe the alleged violation. Filing of the complaint with the Title IX Coordinator may be done in person, by mail, or by email. If an individual does not wish to file a written complaint, and the matter has not been adequately resolved, the Title IX Coordinator may initiate the complaint. Forms for filing written complaints are available in each school building office and the central office.
- A complaint should be filed as soon as possible after the conduct occurs, but not later than 180 calendar days after the complainant becomes aware of the alleged violation, unless the conduct forming the basis for the complaint is ongoing.

Upon receipt of a formal complaint, the Title IX Coordinator shall either dismiss the formal complaint or initiate the formal grievance process by providing notice to the parties of the complaint.

Dismissal of a Formal Complaint of Sexual Harassment

The Title IX Coordinator must dismiss the complaint if it is determined that:

- Even if all the facts alleged are true, the conduct alleged in the formal complaint would not constitute sexual harassment as defined herein;
- the conduct did not occur in the recipient's education program or activity; or
- the conduct did not occur against a person in the United States.

During the course of the formal grievance process, the Title IX Coordinator may dismiss the complaint if:

- A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- the respondent is no longer enrolled or employed by the district; or
- specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon a dismissal of a complaint, the Title IX Coordinator must promptly send written notice of the dismissal and reason(s) therefor simultaneously to the parties.

Dismissal of a formal complaint does not preclude an investigation or disciplinary action under another district policy.

Initiation of Formal Grievance Process for Sexual Harassment Complaints

Upon filing of a formal complaint of sexual harassment, the district shall provide written notice to the known parties including:

- Notice of the allegations of sexual harassment including sufficient details to prepare a response before any initial interview including:
 - the identities of the parties involved, if known;
 - the conduct allegedly constituting sexual harassment; and
 - the date and location of the alleged incident, if known.
- The district's investigation procedures, including any informal resolution process;
- A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation;
- Notice to the parties they may have an advisor of their choice and may inspect and review any evidence; and
- Notice to the parties of any provision in the district's code of conduct or policy that prohibits knowingly making false statements or knowingly submitting false information.

If, in the course of an investigation, the investigator decides to investigate allegations about the complainant or respondent that are not included in the notice initially provided, the Title IX Coordinator shall provide notice of the additional allegations to known parties.

Formal Complaint Investigations Regarding Sexual Harassment

To ensure a complete and thorough investigation of any sexual harassment complaint and to protect the parties, the investigator shall:

- Ensure that the preponderance of the evidence burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the district and not the parties;
- Provide an equal opportunity for the parties to present witnesses and evidence;
- Not restrict either party's ability to discuss the allegations under investigation or to gather and present relevant evidence;
- Allow the parties to be accompanied by an advisor of their choice;
- Provide written notice of the date, time, location, participants, and purpose of any interview or meeting at which a party or witness is expected to participate;
- Provide the parties equal access to review all the evidence collected which is directly related to the allegations raised in a formal complaint of sexual harassment, including the investigative report, and the opportunity to respond to that evidence before a determination is made;

- Be impartial and objectively evaluate all relevant evidence without relying on sex stereotypes;
- Not have conflicts of interest or bias for or against complainants or respondents;
- Not make credibility determinations based on the individual's status as complainant, respondent, or witness.

The investigator shall prepare an initial investigative report that fairly summarizes relevant evidence and share the report with the parties and their advisors simultaneously.

The parties shall have 10 days to submit a written response to the initial report for the investigator's consideration.

Following the opportunity for the parties and their advisors to review and respond to the initial report, the investigator shall submit a final report to the parties and the Title IX Coordinator simultaneously. Upon receipt, the Title IX Coordinator shall provide a copy of the final report and supporting documentation to the decision-maker.

Decision-Maker's Determination Regarding Sexual Harassment Complaints

Upon receiving the investigator's final report, but prior to reaching a determination regarding responsibility, the decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with any answers provided, and allow for additional, limited follow-up questions.

The decision-maker must issue a written determination regarding responsibility based on a preponderance of the evidence. The decision-maker's written determination shall:

- Identify the allegations potentially constituting sexual harassment;
- describe the procedural steps taken, including any notifications to the parties, site visits, methods used to gather evidence, and interviews;
- include the findings of fact supporting the determination;
- address any district policies and/or conduct rules which apply to the facts;
- a statement of, and rational for, the result as to each allegation, including a determination regarding responsibility; and
- the procedures and permissible bases for the complainant and/or respondent to appeal the determination.

The written determination may, but is not required to, recommend that, based on respondent's action, respondent be subject to disciplinary sanctions and any remedies designed to preserve access to the educational program or activity that may be provided by the district to the complainant.

Actions determined to be in violation of this policy shall result in disciplinary action, up to and including termination for employees and expulsion for students. Actions which are in violation of other policies but do not constitute sex-based discrimination may also result in disciplinary action.

A copy of the written determination shall be provided to both parties and the Title IX Coordinator simultaneously.

The decision becomes final on the date the parties receive the results of an appeal, if any appeal is filed, or on the date the opportunity for an appeal expires.

If the formal grievance process determines the actions constituted sexual harassment in violation of this policy, the respondent shall be subject to disciplinary action, up to and including termination for employees or expulsion for students. If the formal grievance process determines the actions were in violation of other policies but do not constitute sexual harassment, the respondent may be subject to discipline under those policies.

If it is determined that sexual harassment has occurred, the district will take prompt, remedial action to prevent its recurrence.

Appeals Regarding Sexual Harassment Complaints

The complainant or respondent may appeal the decision-maker's determination regarding responsibility of a sexual harassment complaint or a dismissal of a formal complaint, on any of the following:

- Procedural irregularity that affected the outcomes;
- new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal of the complaint was made that could affect the outcome; and/or
- the Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias against either party that affected the outcome.

The request to appeal shall be made in writing to the Title IX Coordinator within 10 days after the date of the written determination. Appeals shall be a review of the record by an attorney, an independent hearing officer appointed by the board, or the board. The appeal decision-maker may not be the Title IX Coordinator, the investigator, the decision-maker, or informal resolution facilitator that participated in any level of the grievance process that led to the original determination.

The Title IX Coordinator shall notify the parties in writing of the filing of an appeal and implement appeal procedures equally for both parties.

The appeal decision-maker shall give the parties an equal opportunity to submit a written statement in support of, or challenging, the outcome of determination of responsibility. Within 30 days

after the appeal is filed, the appeal decision-maker shall issue a written decision, including the rationale for the decision, and

provide the written decision simultaneously to both parties and to the Title IX Coordinator.

Recordkeeping

Records relating to sexual harassment complaints filed and their resolution shall be maintained by the Title IX Coordinator for seven years.

Dissemination of Policy

A summary of this policy and the complaint procedures including how to report or file a formal complaint of sex discrimination or sexual harassment shall be published in district handbooks and on the district's website as directed by the Title IX Coordinator. Notification of the policy may include posting informational notices in district or school publications, publishing in local newspapers, , or distributing memoranda or other written communications to students and employees.

In addition, the district is required to include a statement of nondiscrimination in any bulletins, announcements, publications, catalogs, application forms, or other recruitment materials that are made available to participants, students, applicants, or employees.

Adopted: 6/15/92

Revised: 8/11/03; 7/26/04; 8/31/15; 7/22/24; 7/30/26

JB - Attendance Records

(See JBC, JBD, JBE, and JRB)

Daily attendance records shall be maintained for each student in each school. The primary responsibility for recording attendance shall be assigned to teachers using forms prescribed by the superintendent. A cumulative attendance record for each student shall also be maintained.

The superintendent shall include attendance data in an annual report to the board. Attendance problems shall result in disciplinary action and/or truancy reporting, as appropriate, and shall be reported to the board as necessary.

Adopted: 4/6/92

Reviewed: 7/22/24

Revised: 7/30/26

JBC - Enrollment

(See IIBGB, JBCA, JBCB, JBCC, and JQKA)

Resident Students

A “resident student” is any student 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. 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.

Homeless Students

Any student who has attained the age of eligibility for school attendance may attend school in the district where the student resides or is staying if the student is homeless as defined by law. Details concerning the education of homeless students may be found in board policy JBCA.

Foster Students

Any student in the custody of the Secretary of the Department for Children and Families (“DCF”) who has attained the age of eligibility for school attendance shall be permitted to enroll in and attend school in any school district of the state or remain enrolled in and continue attending school in the student’s school of origin.

If a court or DCF changes the placement of a student across a school boundary within the school district, the student shall be permitted to:

- enroll in and attend the school where the student is placed; or
- remain enrolled in and continue attending the student’s school of origin.

DCF shall determine the child's enrollment and attendance based on the best interests of the child.

The district shall not deny or delay enrollment and attendance of any foster student whose placement has changed on the basis that the school district or school is not in possession of the student’s educational records.

Details concerning the education of foster students may be found in board policy JBCB.

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 September 20. 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 DCF, 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 DCF, 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.

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 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; 7/24/25; 7/30/26

Reviewed: 7/22/24

JBCC - Enrollment of Nonresident Students

(See JBC, JBCA, JBCB, and JQKA)

Kansas law requires the board to allow nonresident students to enroll in and attend the schools of the district if the board's capacity determination finds there are open seats for such students. In order to determine the district's capacity to accept nonresident students at each grade level in each district school, the board has adopted this policy.

Details concerning the nonresident enrollment and continued enrollment processes for nonresident students may be found in this policy, while general processes on enrollment documentation, assignment to buildings and classes, etc., may be found in board policy JBC.

This policy does not apply to any virtual school, as defined by Kansas law, or to any school located on a military installation.

Any child who is experiencing homelessness shall be permitted to enroll in and attend the school district of origin or the school district of residence without application and acceptance through this policy.

Any student in custody of the Department for Children and Families who has attained the age of eligibility for school attendance shall be permitted to enroll in and attend any school in any school district of the state or remain enrolled in and continue attending school in the student's school of origin without application and acceptance through this policy.

Any foreign exchange student who resides, or will reside, with a host family in the district may be permitted to enroll in and attend school in the district as if the student were a resident and shall not be subject to the open-seat lottery for enrollment and attendance purposes.

Definitions

For the purposes of this policy, the following definitions apply.

"Homeless child" means a child who lacks a fixed, regular and adequate nighttime residence and whose primary nighttime residence is:

- A. A supervised publicly or privately operated shelter designed to provide temporary living accommodations, including welfare hotels, congregate shelters and transitional housing for the mentally ill;
- B. an institution that provides a temporary residence for individuals intended to be institutionalized; or
- C. a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for humans.

Except as otherwise provided in this policy, "nonresident student" means a child of school age, pursuant to Kansas law, who resides in Kansas and is enrolled and in attendance at or seeking to enroll and attend a school located in a district where such student is not a resident.

"Parent" means and includes natural parents, adoptive parents, stepparents, and foster parents.

"Person acting as parent" means:

- A. A guardian or conservator; or
- B. a person, other than a parent, who:
 - i. Is liable by law to maintain, care for or support the child;
 - ii. has actual care and control of the child and is contributing the major portion of the cost of support of the child;
 - iii. has actual care and control of the child with the written consent of a person who has legal custody of the child; or
 - iv. has been granted custody of the child by a court of competent jurisdiction.

"Receiving school district" means a school district of nonresidence of a student who attends school in such school district.

"Sibling" means a brother or sister of the whole or half blood, adoptive brother or sister, a stepbrother or stepsister or a foster brother or foster sister.

Determining Capacity for Nonresident Enrollment

The superintendent or designee has the responsibility for studying capacity in each school of the school district and at each grade level within each school and for making recommendations to the board regarding the district's capacity to accept nonresident students. To make recommendations to the board to assist with determining capacity, the superintendent or the superintendent's designee(s) shall do the following.

The superintendent or designee shall develop recommendations on capacity and classroom student-to-teacher ratios in each grade level in each school serving kindergarten students and students in grades one through eight. Such recommendations may be based on, but not be limited to, the following factors:

- Present classroom student-teacher ratios in each grade level in each school;
- projected enrollment shifts based on the resident student population, which may include a percentage adjustment for anticipated growth or decline based on documented enrollment trends; and

- maximum capacity of the classroom and associated learning, activity, and common area spaces.

The superintendent or designee shall develop recommendations on capacity and student-to-teacher ratios for each school building or program serving students in grades nine through twelve. Such recommendations may be based on, but not be limited to, the following factors:

- Present building or program student-teacher ratios;
- projected enrollment shifts based on the resident student population, which may include a percentage adjustment for anticipated growth or decline based on documented enrollment trends;
- anticipated demand for particular courses or programming; and
- maximum capacity of the classroom and associated learning, activity, and common area spaces.

On or before May 1st of each year, the superintendent shall present the recommendations concerning capacity and student-to-teacher ratios to the board for adoption or modification, and the board shall determine, for each grade level in each school building of the school district for the next succeeding school year, the following:

- Capacity based on the study conducted by the superintendent or the superintendent's designee;
- the number of students expected to attend school in the school district; and
- the number of open seats available to nonresidents at each grade, building, or program level.

On or before June 1st of each year, the district shall publish the number of open seats available to nonresident students in each grade level for each school building of the district for the next succeeding school year on the school district's website.

From January 1st through June 15th, district administration shall accept applications from nonresident students seeking to enroll in and attend the district in the next school year.

If the number of applications for a grade level in a school building is fewer than the number of available seats for that grade level in the school building, the nonresident students shall be accepted for enrollment and attendance at the school district, unless the nonresident student is deemed not in good standing.

If the number of applications for a grade level in a school building is greater than the number of available seats for the grade level in the school building, district administration shall randomly select nonresident students deemed in good standing using a confidential, open-seat lottery process. This process shall be completed on or before July 15th of each year.

The district shall provide to the parent or person acting as a parent of a nonresident student who was not accepted for or denied enrollment at such school district the reason for the nonacceptance or denial and an explanation of the nonresident student selection process on or before July 30th of each year.

Priority in Filling Open Seats

Regardless of capacity determinations, any nonresident student whose parent or person acting as parent is employed by the district shall be allowed to enroll as if a resident student while the parent or person acting as a parent remains employed by the district, and the student is deemed to be in good standing by district administration.

Subject to having capacity to enroll nonresident students, the district shall give priority in enrollment to the following nonresident students deemed in good standing to enroll. These students shall receive open seats without necessity of being selected through any open-seat lottery:

- Any sibling of a nonresident student who is enrolled in and attending school in the district or who is accepted to enroll in and attend school in the district, with priority given when the nonresident student is first accepted and, if necessary, at any other time the district considers transfer applications; and
- any nonresident student who is a military student as defined in K.S.A. 72-5139, with priority given when the student is first accepted and, if necessary, at any other time the district considers transfer applications.

If one of these exceptions no longer applies to the student, the student's enrollment status would be subject to review based upon the considerations for determining good standing in this policy.

Prohibitions Regarding Open Enrollment Provisions of this Policy

The district shall not:

- Charge tuition or fees to any nonresident student who transfers to the district pursuant to this policy, except fees that are otherwise charged to every student enrolled in and attending school in the district; or
- accept or deny a nonresident student transfer based on ethnicity; national origin; gender; income level; disabling condition; proficiency in the English language; or measure of achievement, aptitude, or athletic ability.

Except for a child in the custody of the Department for Children and Families or a child who is experiencing homelessness, a nonresident student shall not transfer more than once per school year to one or more receiving school districts pursuant to the provisions of this policy or authorizing Kansas law.

Transportation of Students

Neither a resident school district nor a receiving school district shall be required to provide transportation to nonresident students unless otherwise required by applicable law. If space is available on district transportation vehicles, the district may assign nonresident students an in-district bus stop to and from which transportation may be provided by the district for nonresident students. The receiving district may provide transportation from the student's residence by notifying the sending district of the receiving district's intent to provide transportation. The district shall ensure that transportation for nonresident homeless students is provided comparably to that of housed students.

KSHSAA Eligibility

Nothing in this policy or state law shall exempt a nonresident student who transfers into the district from the requirements of the Kansas State High School Activities Association ("KSHSAA") regarding eligibility to participate in KSHSAA activities.

Information Share with the Kansas State Department of Education

The superintendent shall annually submit, or have submitted, to the Kansas State Department of Education this policy, the number of nonresident student transfers approved and denied in each grade level, and whether the denials were based on capacity or in accordance with the policy's terms.

Nonresident Student Continued Enrollment

A nonresident student who has been accepted for enrollment and attendance at a district school shall be permitted to continue enrollment and attendance in the district until such student graduates from high school, reaches the age of 21 (if the student is a student with an exceptionality, not solely eligible for gifted services under an individualized education program), or receives a G.E.D., unless such student is no longer deemed by district administration to be in good standing.

Except as otherwise specified herein, nonresident students who were enrolled in and attending the district during school year 2023-2024, who were attending the district as a resident student in 2023-2024 but have since moved out of the district, or who have been accepted for enrollment by the school district on or after June 1, 2024, will be allowed to continue enrollment in the district as specified above. The district will not require parents of such students or adult or emancipated students to resubmit a new application each school year.

Determining Good Standing

Regardless of capacity to accept nonresident students at a nonresident student's grade level or in the student's designated school or program, an individual student may be denied enrollment or continued enrollment for not being in good standing. Nonresident student applicants for enrollment and nonresident students already enrolled in and attending school in the district shall be evaluated by district administration to determine standing for enrollment or continued enrollment.

Students may be denied enrollment or continued enrollment for the next school year based on the results of these evaluations. However, if the student has a disability, the student's ability to meet these expectations shall be considered prior to denying continued enrollment in the district. Similarly, administration shall consider the adverse impact of homelessness on a student's attendance and any resulting suspensions or expulsions before making a determination on the enrollment or continued enrollment of a student who is homeless. As part of this reflection, administration shall consider the obstacles a homeless student faces to arrive at school on time or each day due to housing instability, lack of transportation, or lack of other basic resources that can hinder consistent attendance.

A student meeting one or more of the following criteria shall automatically be deemed not in good standing and may be denied enrollment or continued enrollment based solely thereon.

- The nonresident 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;
- the nonresident student or the student's parent or person acting as a parent provided false or fraudulent information in the application process;
- the nonresident student is not a Kansas resident;
- the 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.
- the student has had three or more out-of-school suspensions in the current school year, excluding suspensions 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
- the student has been given a long-term suspension or expulsion by a school district in the current school year.

Parents shall be informed of any administrative decision not to enroll or to discontinue enrollment of a nonresident student.

If district administration denies the enrollment application of a nonresident student due to the school district deeming the nonresident student as not in good standing, the parent or person acting as a parent of such student may appeal the decision to the board. A current nonresident student who is determined not to be in good standing shall not be entitled to the appeal process outlined herein.

Any student who has been denied enrollment or continued enrollment due to being deemed not in good standing may reapply for nonresident enrollment in subsequent school years.

Appeal Process

If a nonresident student's application for enrollment is denied because the student is determined not to be in good standing, the parent or person acting as a parent may appeal the administrative decision to the board.

If a parent or person acting as a parent wishes to appeal this decision, a written request for an appeal must be submitted to the clerk of the board within 10 days of receiving notice the student's application has been denied for lack of good standing. Such request shall include the individual's reasons for disagreeing with the administration's decision.

The board shall consider any appeal of these decisions and any supplemental documentation provided therewith at the next regularly scheduled board meeting following receipt of the request for appeal, and the board's designee shall notify the requestor of the result of the appeal in writing within 10 days of the board's decision thereon.

Enrollment of Out-of-State Students

If capacity for nonresident student enrollment remains after the aforementioned application, enrollment, and the disenrollment process has concluded, district administration may consider applications for enrollment submitted by students who are not Kansas residents. However, priority in enrollment shall be given to Kansas residents.

If a student who is an out-of-state resident is in good standing and has a parent or a person acting as a parent who is employed by the district, district administration may allow the student to enroll in and attend school in the district as if they were a resident of the district.

Adopted: 9/28/17

Revised: 7/22/24; 7/30/26

JBD - Absences and Excuses

(See AEB, IHEA, JB, JBE, JBH, and JDD)

When a student is absent from school, an attempt shall be made to contact the parent or guardian to determine the reason for the absence. The principal has been designated to determine the acceptability and validity of excuses presented by the parent(s) or the student.

Procedures for notifying parents on the day of a student's absence shall be published in the student handbook.

Excused/Unexcused Absences

The definition of "excused absence" includes the following:

- Personal illness;
- Health-related treatment, examination, or recuperation;
- Serious illness or death of a member of the family;
- Obligatory religious observances;
- Participation in a district-approved or school sponsored activity or course;
- Absences prearranged by parents and approved by the principal; and
- Students of active-duty military personnel may have additional excused absences at the discretion of the principal for visitations relative to leave or deployment.

All absences which do not fit into one of the above categories would be considered an unexcused absence and would subject a student to appropriate disciplinary action. A student serving a period of suspension or expulsion from the district shall not be considered inexcusably absent.

Significant Part of a School Day

An absence of two or more hours in any school day shall be considered an absence for a significant part of the school day.

Make-Up Work

It is the student's responsibility to obtain make-up assignments from teachers following an excused or unexcused absence.

Adopted: 6/21/71

Revised: 6/17/74; 08/16/76; 06/06/77; 12/18/78; 07/09/79; 07/14/80; 01/06/81; 04/18/83; 11/04/85; 06/01/87; 10/19/87; 06/17/91; 09/16/91; 10/07/91

Readopted: 4/6/92

Revised: 12/13/93; 4/7/97; 6/19/00; 1/14/02; 12/15/03; 7/30/26

Reviewed: 7/22/24

JGEC – Sex-Based Discrimination

(See GAAC, GAAD, GAF, JDDC and KN)

The board of education is committed to providing a positive and productive working and learning environment, free from discrimination on the basis of sex, including sexual harassment. The district does not discriminate on the basis of sex in admissions, employment, or the educational programs or activities it operates. Discrimination on the basis of sex, including sexual harassment, of employees or students of the district in any district education program or activity will not be tolerated in the school district and is strictly prohibited.

Sex-based discrimination, including sexual harassment, is unlawful discrimination under Title IX of the Education Amendments of 1972. All forms of sexual harassment are prohibited at school, on school property, and at all school-sponsored activities, programs, or events within the United States.

The Deputy Superintendent, 1205 Fleming St., Garden City, KS 67846, 620-805-7020, has been designated to coordinate compliance with nondiscrimination requirements contained in Title IX of the Education Amendments of 1972. Information concerning the provisions of this Act, and the rights provided thereunder, are available from the Title IX Coordinator. Inquiries about the application of Title IX to the district may be referred to the Title IX Coordinator; to the Assistant Secretary for Civil Rights at the U.S. Department of Education, Office of Civil Rights, 400 Maryland Avenue, SW, Washington D.C. 20202-1100, (800)421-3481; at OCR@ed.gov; or both.

Definitions

For the purposes of this policy, the following definitions apply.

“Appeal decision-maker” reviews the appeal along with written statements in support of, or challenging, the outcome of the written determination regarding responsibility, and other relevant documentation collected during the formal grievance process. The appeal decision-maker shall not be the Title IX Coordinator, investigator, decision-maker, or formal resolution facilitator.

“Complainant” means an individual who is alleged to be a victim of conduct that could constitute sexual harassment.

“Dating violence” means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved.

“Decision-maker” reviews all the evidence and prepares an impartial written responsibility determination as to whether the alleged conduct occurred and provides an opportunity for the parties and

their representatives to prepare written questions to be answered by the other party. The decision-maker shall not be the Title IX Coordinator, investigator, appeal decision-maker, or formal resolution facilitator.

“Domestic violence” includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of Kansas.

“Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment.

“Informal resolution facilitator” is a neutral person, designated by the Title IX Coordinator, who has been trained to assist the parties through the voluntary informal resolution process. The informal resolution facilitator shall not be the Title IX Coordinator, investigator, decision-maker, or appeal-decision maker.

“Investigator” is the person who carries out the investigation after the formal complaint is filed and conducts interviews of the witnesses, collects and documents evidence, and drafts an investigative report. The investigator shall not be the Title IX Coordinator, decision-maker, appeal decision-maker, or informal resolution facilitator.

“Respondent” is an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

“Sex-based discrimination” means any unfair treatment, unequal opportunity, or harassment on the basis of sex in the district’s programs or activities.

“Sexual assault” means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

“Sexual harassment” means conduct on the basis of sex involving one or more of the following: (1) A district employee conditioning the provision of an aid, benefit, or service of the district on an individual’s participation in unwelcomed sexual conduct; (2) unwelcomed conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district’s educational program or activity; or (3) sexual assault, dating violence, domestic violence, or stalking.

“Stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or to suffer substantial emotional distress.

“Supportive measures” mean non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent regardless of whether a formal complaint has been filed. Such measures are designed to restore or

preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the recipient's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school, and other similar measures. The supportive measures provided to the complainant or respondent by the district must remain confidential to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

“Title IX Coordinator” is the individual designated at the district level who has the responsibility to coordinate compliance with Title IX of the Education Amendments of 1972. The Title IX Coordinator’s responsibilities include, but are not limited to: developing materials and ensuring professional development occurs for staff involved in Title IX compliance, creating systems to centralize records, gathering relevant data, contacting the complainant (and/or parents or guardians, if applicable) once the district has actual knowledge of alleged sexual harassment, coordinating the implementation of supportive measures, signing a formal complaint to initiate a grievance process, and ensuring any remedies are implemented.

Reporting of Sex-Based Discrimination, including Sexual Harassment

The district takes all reports of sex-based discrimination, including sexual harassment, seriously and will respond meaningfully to every such report of which the district has actual knowledge.

The district encourages all victims of sexual harassment and persons with knowledge of such harassment to report the harassment immediately. Any person may make a verbal or written report of sex discrimination by any means and at any time.

Any act of retaliation or discrimination against any person who has opposed discrimination; filed a complaint; or testified, assisted, or participated in any investigation, proceeding, or appeal involving sex-based discrimination, including sexual harassment, is prohibited. The district will take appropriate available action to address retaliation, which may include student or employee discipline procedures.

It shall be a violation to discourage a student or an employee from filing a complaint, or to fail to investigate or refer for investigation, any complaint lodged under the provisions of this policy. Violation of this policy shall result in appropriate disciplinary action.

False or malicious complaints of sex-based discrimination, including sexual harassment, may result in corrective or disciplinary action against the complainant.

False statements made in the course of an investigation of sex-based discrimination, including sexual harassment, may result in corrective or disciplinary action against the individual.

Complaint Process for Sex-Based Discrimination (Not Sexual Harassment)

Complaints of sex-based discrimination that do not allege sexual harassment will be investigated through the complaint procedure outlined in policy KN to determine whether, under the totality of the circumstances, the alleged behavior constitutes a violation of this policy.

Actions determined to be in violation of this policy shall result in disciplinary action, up to and including termination for employees and expulsion for students. Actions which are in violation of other policies but do not constitute sex-based discrimination may also result in appropriate discipline.

Grievance Process for Sexual Harassment

Any employee who witnesses an act of sexual harassment or receives a complaint of harassment from another employee or a student shall report the complaint to the Title IX Coordinator, the employee's supervisor, or other designated district official. Employees who fail to appropriately report complaints or incidents of sexual harassment to the Title IX Coordinator, their supervisor, or other designated district official may face disciplinary action.

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 Title IX Coordinator, any investigator, decision-maker, appeal decision-maker, or any informal resolution facilitator shall not have a conflict of interest or bias for or against the complainant or respondent. These individuals shall receive training on the definition of sexual harassment; the scope of the education program and activities; how to conduct an investigation, including appeals and informal resolution processes; and how to serve impartially, including avoiding prejudgment of the facts, conflicts of interest, and bias.

Investigators shall receive training on issues of relevance of questions and evidence in order to create investigative reports that fairly summarize relevant evidence. Decision-makers shall receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant.

Within 10 business days of any reports of sexual harassment, the Title IX Coordinator shall contact the complainant and discuss the availability of supportive measures, with or without the filing of a formal complaint; consider the complainant's wishes as to supportive measures; and inform the complainant of the right to a formal complaint investigation consistent with Title IX and the informal resolution process.

Informal Resolution Process for Sexual Harassment Complaints

At any time during the formal complaint process regarding alleged sexual harassment and prior to reaching a determination regarding responsibility, the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and determination of responsibility.

The informal resolution process requires:

- The informal resolution facilitator is to be a trained educational professional, consultant, or other individual selected by the Title IX Coordinator who has received training on their role;
- the parties to be provided a written notice disclosing the allegations, the requirements of the informal resolution process, and information on when it may preclude the parties from resuming a formal complaint arising from the same allegations;
- at any time prior to agreeing to a resolution, any party to have the right to withdraw from the informal resolution process and resume the investigation of the formal complaint and to be informed of any consequences resulting from participating in the informal resolution process;
- that the parties voluntarily consent, in writing, to the informal resolution process; and
- that the informal resolution process is not used to resolve allegations that an employee has sexually harassed a student.

If the matter is resolved to the satisfaction of the parties, the facilitator shall document the nature of the complaint and the resolution, have both parties sign the agreement, provide a copy of the agreement to both parties, and forward it to the Title IX Coordinator. If the matter is not resolved, the informal resolution facilitator will notify the Title IX Coordinator, who will resume the formal complaint process.

Formal Grievance Process for Sexual Harassment Complaints

No formal investigation of alleged sexual harassment may occur until after a formal complaint has been filed.

The procedures for filing a formal complaint are as follows.

- At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the district concerning which the formal complaint is filed.
- A formal complaint should be filed in writing and contain the name and address of the person filing the complaint. The complaint should briefly describe the alleged violation. Filing of the complaint with the Title IX Coordinator may be done in person, by mail, or by email. If an individual does not wish to file a written complaint, and the matter has not been

adequately resolved, the Title IX Coordinator may initiate the complaint. Forms for filing written complaints are available in each school building office and the central office.

- A complaint should be filed as soon as possible after the conduct occurs, but not later than 180 calendar days after the complainant becomes aware of the alleged violation, unless the conduct forming the basis for the complaint is ongoing.

Upon receipt of a formal complaint, the Title IX Coordinator shall either dismiss the formal complaint or initiate the formal grievance process by providing notice to the parties of the complaint.

Dismissal of a Formal Complaint of Sexual Harassment

The Title IX Coordinator must dismiss the complaint if it is determined that:

- Even if all the facts alleged are true, the conduct alleged in the formal complaint would not constitute sexual harassment as defined herein;
- the conduct did not occur in the recipient's education program or activity; or
- the conduct did not occur against a person in the United States.

During the course of the formal grievance process, the Title IX Coordinator may dismiss the complaint if:

- A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- the respondent is no longer enrolled in or employed by the district; or
- specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon a dismissal of a complaint, the Title IX Coordinator must promptly send written notice of the dismissal and reason(s) therefor simultaneously to the parties.

Dismissal of a formal complaint does not preclude an investigation or disciplinary action under another district policy.

Initiation of Formal Grievance Process for Sexual Harassment Complaints

Upon filing of a formal complaint of sexual harassment, the district shall provide written notice to the known parties including:

- Notice of the allegations of sexual harassment including sufficient details to prepare a response before any initial interview including:
 - the identities of the parties involved, if known;
 - the conduct allegedly constituting sexual harassment; and
 - the date and location of the alleged incident, if known.

- The district's investigation procedures, including any informal resolution process;
- A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation;
- Notice to the parties they may have an advisor of their choice and may inspect and review any evidence; and
- Notice to the parties of any provision in the district's code of conduct or policy that prohibits knowingly making false statements or knowingly submitting false information.

If, in the course of an investigation, the investigator decides to investigate allegations about the complainant or respondent that are not included in the notice initially provided, the Title IX Coordinator shall provide notice of the additional allegations to known parties.

Formal Complaint Investigations Regarding Sexual Harassment

To ensure a complete and thorough investigation of any sexual harassment complaint and to protect the parties, the investigator shall:

- Ensure that the preponderance of the evidence burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the district and not the parties;
- Provide an equal opportunity for the parties to present witnesses and evidence;
- Not restrict either party's ability to discuss the allegations under investigation or to gather and present relevant evidence;
- Allow the parties to be accompanied by an advisor of their choice;
- Provide written notice of the date, time, location, participants, and purpose of any interview or meeting at which a party or witness is expected to participate;
- Provide the parties equal access to review all the evidence collected which is directly related to the allegations raised in a formal complaint of sexual harassment, including the investigative report, and the opportunity to respond to that evidence before a determination is made;
- Be impartial and objectively evaluate all relevant evidence without relying on sex stereotypes;
- Not have conflicts of interest or bias for or against complainants or respondents;
- Not make credibility determinations based on the individual's status as complainant, respondent, or witness.

The investigator shall prepare an initial investigative report that fairly summarizes relevant evidence and share the report with the parties and their advisors simultaneously.

The parties shall have 10 days to submit a written response to the initial report for the investigator's consideration.

Following the opportunity for the parties and their advisors to review and respond to the initial report, the investigator shall submit a final report to the parties and the Title IX Coordinator simultaneously. Upon receipt, the Title IX Coordinator shall provide a copy of the final report and supporting documentation to the decision-maker.

Decision-Maker's Determination Regarding Sexual Harassment Complaints

Upon receiving the investigator's final report, but prior to reaching a determination regarding responsibility, the decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with any answers provided, and allow for additional, limited follow-up questions.

The decision-maker must issue a written determination regarding responsibility based on a preponderance of the evidence. The decision-maker's written determination shall:

- Identify the allegations potentially constituting sexual harassment;
- describe the procedural steps taken, including any notifications to the parties, site visits, methods used to gather evidence, and interviews;
- include the findings of fact supporting the determination;
- address any district policies and/or conduct rules which apply to the facts;
- a statement of, and rational for, the result as to each allegation, including a determination regarding responsibility; and
- the procedures and permissible bases for the complainant and/or respondent to appeal the determination.

The written determination may, but is not required to, recommend that, based on respondent's action, respondent be subject to disciplinary sanctions and any remedies designed to preserve access to the educational program or activity that may be provided by the district to the complainant.

Actions determined to be in violation of this policy shall result in disciplinary action, up to and including termination for employees and expulsion for students. Actions which are in violation of other policies but do not constitute sex-based discrimination may also result in disciplinary action.

A copy of the written determination shall be provided to both parties and the Title IX Coordinator simultaneously.

The decision becomes final on the date the parties receive the results of an appeal, if any appeal is filed, or on the date the opportunity for an appeal expires.

If the formal grievance process determines the actions constituted sexual harassment in violation of this policy, the respondent shall be subject to disciplinary action, up to and including termination for employees or expulsion for students. If the formal grievance process determines the actions were in violation of other policies but do not constitute sexual harassment, the respondent may be subject to discipline under those policies.

If it is determined that sexual harassment has occurred, the district will take prompt, remedial action to prevent its reoccurrence.

Appeals Regarding Sexual Harassment Complaints

The complainant or respondent may appeal the decision-maker's determination regarding responsibility of a sexual harassment complaint or a dismissal of a formal complaint, on any of the following:

- Procedural irregularity that affected the outcomes;
- new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal of the complaint was made that could affect the outcome; and/or
- the Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias against either party that affected the outcome.

The request to appeal shall be made in writing to the Title IX Coordinator within 10 days after the date of the written determination. Appeals shall be a review of the record by an attorney, an independent hearing officer appointed by the board, or the board. The appeal decision-maker may not be the Title IX Coordinator, the investigator, the decision-maker, or informal resolution facilitator that participated in any level of the grievance process that led to the original determination.

The Title IX Coordinator shall notify the parties in writing of the filing of an appeal and implement appeal procedures equally for both parties.

The appeal decision-maker shall give the parties an equal opportunity to submit a written statement in support of, or challenging, the outcome of the determination regarding responsibility. Within 30 days after the appeal is filed, the appeal decision-maker shall issue a written decision, including the rationale for the decision, and

provide the written decision simultaneously to both parties and to the Title IX Coordinator.

Recordkeeping

Records relating to sexual harassment complaints filed and their resolution shall be maintained by the Title IX Coordinator for seven years.

Dissemination of Policy

A summary of this policy and the complaint procedures including how to report or file a formal complaint of sex discrimination or sexual harassment shall be published in district handbooks and on the district's website as directed by the Title IX Coordinator. Notification of the policy may include posting informational notices in district or school publications, publishing in local newspapers, publishing in newspapers and magazines operated by the school, or distributing memoranda or other written communications to students and employees.

In addition, the district is required to include a statement of nondiscrimination in any bulletins, announcements, publications, catalogs, application forms, or other recruitment materials that are made available to participants, students, applicants, or employees.

Approved: 4/6/92

Revised: 8/11/03; 9/9/13; 8/31/15; 7/22/24: 7/30/26

JGFGA - Administration of Emergency Opioid Antagonists

Kansas law creates standards governing the use and administration of emergency opioid antagonists approved by the U.S. Food and Drug Administration (“FDA”) to inhibit the effects of opioids and for the treatment of an opioid overdose. Any first responder or school nurse is authorized to possess, store, distribute, and administer emergency opioid antagonists as clinically indicated, provided that all personnel with access to emergency opioid antagonists are trained in proper protocol.

Similarly, Kansas law allows a patient or bystander (meaning a family member, friend, caregiver, or other person in a position to assist a person who the bystander believes to be experiencing an opioid overdose) to acquire and utilize emergency opioid antagonists.

Therefore, to further prioritize student health and safety in its schools, programs, and activities, the district shall obtain, store, and administer the emergency opioid antagonist Naloxone, which is commonly known by the brand name Narcan, for emergency use in its schools. A stock supply of Naloxone may consist of one or more standard-dose prepackaged nasal spray devices. The school nurse and other properly trained and designated district staff members may administer such medication in emergency situations to an individual who displays the signs and symptoms of opioid overdose at school, on school property, or at a school-sponsored event if such school nurse or designated school staff member reasonably believes that an individual is exhibiting the signs and symptoms of an overdose. Opioid antagonists may be available during the regularly scheduled school day. They may be available at other times at the discretion of the superintendent.

The board establishes the following rules governing the utilization and administration of emergency opioid antagonists, such as, but not necessarily limited to, Naloxone, by members of district staff.

Training

If obtaining the emergency opioid antagonist through a pharmacy, the providing pharmacy of the emergency opioid antagonist (hereafter “the product”) shall provide written education and training materials to the individual to whom the product is dispensed. First Aid for Opioid Overdose must be obtained by each school nurse and other staff members designated by the superintendent to respond to potential opioid overdose situations. In addition, all district staff members with access to emergency opioid antagonists shall be trained, at a minimum, on the following:

- Techniques to prevent opioid overdose, to recognize signs of such an overdose and to effectively respond thereto;
- Standards and procedures to safely store the emergency opioid antagonist where readily accessible to the school nurse, if applicable, or other designated school staff members responsible for distribution and administration of the emergency opioid antagonist;

- Spotting potential side effects or adverse events that may occur as a result of administering an emergency opioid antagonist;
- Emergency follow-up procedures, including the requirement to summon emergency medical services either immediately before or immediately after administering an emergency opioid antagonist to a patient;
- Inventory requirements, recordkeeping, and reporting any administration of an emergency opioid antagonist to the school nurse or another healthcare provider; and
- Availability of drug treatment programs.

District staff members personally acquiring such products for use as a patient or bystander are encouraged to inform the school nurse or the superintendent's designee, so that they may be trained in proper protocol and included in the school or district's crisis response plan regarding potential opioid overdose.

Procurement of the Product

The school nurse or other staff member(s) designated by the superintendent will be responsible for the procurement of the product.

Storage

The following storage protocols shall be followed:

- The product will be clearly marked and stored in an accessible place at the discretion of the school nurse or the superintendent's designee.
- The product will be stored in accordance with the manufacturer's instructions to avoid extreme cold, heat, and direct sunlight.
- Inspection of the product shall be conducted at least quarterly.
- The individual responsible for the product's safekeeping shall check, document, and track the expiration date found on the box. Pursuant to Kansas law, "emergency opioid antagonist" is defined to include an expired emergency opioid antagonist up to 10 years past the products expiration date. Therefore, the individual responsible for the product's safekeeping shall replace the product on or before the 10th anniversary of its expiration date.

Use of the Product

In case of a suspected opioid overdose, the school nurse, designee, or other individual shall follow the protocols outlined in the training or product instructions in administering the product.

Follow-up

- After administration of the product, the school nurse, or other designated staff, will report appropriate information to emergency services, parents (guardians), central office personnel, and if determined necessary, the patient will be transported to a hospital.
- The school nurse or other designated staff will complete the designated incident report and file the report with the school nurse or district office, whichever is applicable.

Limitations on School Nurses

While Kansas law supports the use of emergency opioid antagonists for up to 10 years after their expiration dates, school nurses are not to prescribe, dispense, distribute, or furnish expired emergency opioid antagonist, in order to protect their professional licenses.

Gifts, Grants, and Donations

The board is authorized by law to accept monetary gifts, grants, and donations to provide a stock supply of Naloxone for emergency use in its schools or may accept Naloxone nasal spray devices from manufacture or wholesalers.

Protection from Liability

Any patient, bystander, school nurse, a first responder, or technician operating under a first responder agency, who, in good faith and with reasonable care, receives and administers an emergency opioid antagonist pursuant to this policy to a person experiencing a suspected opioid overdose shall not, by an act or omission, be subject to civil liability or criminal prosecution, unless personal injury results from the gross negligence or willful or wanton misconduct in the administration of the emergency opioid antagonist.

Publish Policies and Procedures

The district shall publish information related to its Naloxone policies and procedures in student handbooks and any other locations, as determined by appropriate by the superintendent.

Approved: 7/22/24

Revised: 7/30/26

JGFGBA - Student Self-Administration of Medications

(See JDDA, JDDAA, JGFGB)

Epinephrine and Inhalers

The self-administration of medication is allowed for eligible students in grades K–12. As used in this policy, medication includes, but is not limited to, a medicine for the treatment of anaphylaxis or asthma listed in current federal regulation as an inhaled bronchodilator or epinephrine delivery system. Self-administration is the student’s discretionary use of an approved medication for which the student has a prescription or written direction from a healthcare provider.

As used in this policy, “healthcare provider” means a physician licensed by the state board of healing arts to practice medicine and surgery or a mid-level practitioner as defined in state law.

Student Eligibility

An eligible student shall meet all the following requirements:

- Have a written statement from the student’s healthcare provider stating the name and purpose of any prescription medication;
- Know the prescribed or recommended dosage;
- Know the time the medication is to be regularly administered;
- Be able to articulate any additional special circumstances under which the medication is to be administered;
- Know the length of time for which the medication is prescribed; and
- The student shall also demonstrate to the healthcare provider or the provider’s designee, as applicable, and the school nurse or the nurse’s designee, as applicable, the skill level necessary to use the medication and any device that is necessary to administer the medication. In the absence of a school nurse, the school shall designate a person who is trained to witness the demonstration.

Authorization Required

With regard to prescription medications which are not administered on a regular schedule, the student’s healthcare provider shall prepare a written treatment plan for managing the student’s condition, such as asthma attacks or anaphylaxis episodes, and for medication use by the student during school hours. The student’s parent or guardian shall annually complete and submit to the school any written documentation required by the school, including the treatment plan prepared by the student’s healthcare provider. Permission forms shall be updated yearly.

Employee Immunity

All teachers responsible for the student's supervision shall be notified that permission to carry medications and self-administer has been granted. The school district shall provide written notification to the parent or guardian of a student that the school district and its officers, employees, and agents are not liable for damage, injury, or death resulting directly or indirectly from the self-administration of medication.

Waiver of Liability

The student's parent or guardian shall sign a statement acknowledging that the school district and its officers, employees, or agents incur no liability for damage, injury, or death resulting directly or indirectly from the self-administration of medication and agreeing to release, indemnify, and hold the district and its officers, employees, and agents harmless from and against any claims relating to the self-administration of medication allowed by this policy.

Additional Requirements for Students Prone to Specified Emergencies

- The school district shall require that any back-up medication provided by the student's parent or guardian be kept at the student's school in a location to which the student has immediate access if there is an asthma or anaphylaxis emergency;
- The school district shall require that necessary and pertinent information be kept on file at the student's school in a location easily accessible if there is an asthma or anaphylaxis emergency;
- Eligible students shall be allowed to possess and use approved medications at any place where the student is subject to the jurisdiction or supervision of the school district, its officers, employee, or agents; or
- The board may adopt policy or handbook language which imposes additional requirements relating to the self-administration of medication allowed for in this policy and may establish a procedure for, and the conditions under which, the authorization for student self-administration of medication may be revoked.

Over-the-Counter Medications

A student may self-administer specified over-the-counter medications with written parental authorization on file in the school office.

The student's parent or guardian shall sign a statement acknowledging that the school district and its officers, employees, or agents incur no liability for damage, injury, or death resulting directly or indirectly from the self-administration of over-the-counter medication and agreeing to release, indemnify,

and hold the district and its officers, employees, and agents harmless from and against any claims relating to the self-administration of medication allowed by this policy.

Misuse of Medications

Self-administration of any medication, including prescription and over-the-counter medication, at a dosage or rate exceeding product label instructions may result in denial of the privilege to self-administer any medication and/or disciplinary action as outlined in policy JDDAA.

Adopted: 8/9/04

Re-adopted: 7/25/01

Revised: 12/13/04; 10/17/05; 7/22/24; 2/17/25; 7/30/26

JQKA - Foreign Exchange Student

(See JBC and JBCC)

Foreign exchange students from approved organizations may be admitted to the district on a tuition-free basis to the extent staff, facilities, equipment, and supplies are available. Other foreign exchange students who meet residency requirements may be allowed to enroll in the district under rules established by the board. Students who enter the country on an F-1 visa shall pre-pay tuition equal to the current cost per pupil as calculated by the Kansas State Department of Education.

Any foreign exchange student admitted into the district in accordance with this policy who resides, or will reside, with a host family residing therein may be permitted to enroll in and attend school in the district as if the student were a resident of the school district.

Adopted: 4/6/92

Revised: 4/5/93, 8/18/97; 6/15/98; 7/30/26

Reviewed: 7/22/24

JRB - Release of Student Records

(See BCBK, CN, CNA, ECA, IDAE, JGGA, JR et seq. and KBA)

Individual student files are not available for public inspection. Except as provided in IDAE with regard to student records which are student data submitted to or maintained in a statewide longitudinal data system, the custodian of student records shall disclose the student's educational records only as provided for in this policy.

Directory Information

Annual notice shall be given to parents and eligible students concerning their rights with regard to student records. In addition, the custodian of the educational records shall give annual public notice of the class of records the institution has designated as directory information and of the right of the parent or eligible student to opt-out of the release of directory information without prior written consent. The appropriate forms for providing notice shall be on file in the office of the custodian of the educational records.

After giving notice and allowing a reasonable period of time for parents or eligible students to inform the district that any or all of the directory information should not be released without prior written consent, the custodian of records may make directory information available without parental or eligible student's consent.

The custodian of records shall make student recruiting information (including student name, address, and telephone listing) available to military recruiters and postsecondary institutions unless parents or eligible students provide a written request to the district providing that the specified information not be released without prior written consent. Notice of the option to opt-out of the release of recruitment information shall be provided to parents and eligible students in the district's annual notice of rights under the Family Educational Rights and Privacy Act.

For the purposes of this policy, school official means teacher, administrator, other certified employee, or board of education. The district may disclose, without the parents or eligible students' consent, personally identifiable information to school officials with a legitimate educational interest. A school official is a person employed by the school as an administrator, supervisor, instructor, or support-staff member (including health or medical staff and law enforcement unit personnel); the school board (in executive session); a person or company with whom the school has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

The custodian may disclose students' education records to the following persons without the prior consent of the parents:

- Other school officials, including teachers within the district who have legitimate educational interests;
- Officials of other schools or school systems in which the student intends to enroll. The school district will forward student records to such institutions without further notice to the parents or eligible student when the disclosure is initiated by a parent or eligible student, or an annual notice provided to parents and eligible students by the district informs them that such records will be automatically disclosed to these institutions for the purposes of enrollment or transfer of the student;
- Authorized persons to whom a student has applied for or from whom a student has received financial aid;
- State and local officials or authorities to whom such information is specifically required to be reported or disclosed pursuant to state statutes;
- Organizations conducting studies for educational agencies for the purpose of developing, validating or administering student tests or programs;
- Accrediting organizations;
- Parents of a student 18 years of age if parents claim the student as a dependent for income tax purposes;
- Appropriate persons if knowledge of any information is necessary to protect the health or safety of the student or other persons in an emergency;
- An agency caseworker or representative of a state or local child welfare agency or tribal organization who has the right to access a student's case plan when such agency or organization is legally responsible for the care and protection of the student and when any further disclosure of such information thereby will be limited in accordance with law; and
- In compliance with a lawfully issued subpoena or judicial order.

Access will be granted to any third party upon written authorization of the eligible student, parent or guardian.

No personally identifiable information contained in personal school records shall be furnished to any person other than those named herein. When there is written instruction from the student's parents, guardian or the eligible student specifying the records, the reasons and the person(s) to whom the release is to be made, a copy of the records to be released shall be made available to the student, parents or

guardian upon request. When information is requested in compliance with a judicial order or pursuant to any lawfully issued subpoena, parent(s)/guardian and the student shall be notified of the orders or subpoenas in advance of compliance with the order or subpoena unless:

- the order or subpoena specifically forbids such disclosure; or
- the order is issued in the context of a court proceeding where a parent is a party and the proceeding involves child abuse and neglect or dependency matters.

Nothing contained in this policy shall preclude authorized representatives of the Comptroller General of the United States, the Secretary and an administrative head of an educational agency or state authorities from having access to student or other records which may be necessary in connection with the audit and evaluation of federally supported education programs or the enforcement of the federal legal requirements which relate to these programs.

The data collection by such official with respect to individual students shall not include information (including social security numbers) which would permit the personal identification of students or their parents or guardian on the data collected and provided.

All persons, agencies or organizations desiring access to the records of a student shall be required to sign a form, which shall be kept permanently with the student's file, but only for inspection by the parents/guardian, the student or a school official responsible for record maintenance. The form signed shall indicate the specific educational or other interest of each person, agency or organization has in seeking this information.

Personal information shall be transferred to a third party only on the condition that such party shall not permit any other party to have access to such information without the written consent of the student's parents or the eligible student. The board and staff shall protect the rights of privacy of students and their families in connection with any surveys or data-gathering activities conducted, assisted or authorized by the board or administration.

Regulations established under this policy shall include provisions controlling the use, dissemination and protection of such data.

Prohibition on Withholding Pupil Records

Administrators shall forward student's school records upon request and may not withhold them for any reason.

Expedited Transfer of Exceptional Student Records

All records of an exceptional student, who is transferred to another district or across a school boundary within the district, shall be transferred at the same time that the student is transferred, or as soon thereafter as possible.

If an exceptional student's transfer is a result of the student's change in placement by the Department for Children and Families ("DCF"), the Kansas Department of Corrections, or the Office of Juvenile Justice and Delinquency Prevention, it shall be the duty of the respective secretary or commissioner to notify the affected school district or districts that the student's placement has changed and request that student's records be transferred.

It shall be the duty of the school district and school in possession of any records pertaining to the student to cooperate with the secretary or commissioner and transfer all such records to the school district or school where such student is transferred. Such records shall be transferred as soon as possible following receipt of such notice, but not later than two business days following the business day that such notice was received by the school district.

Records of Transferred Foster Care Students

The school district and school in possession of any records pertaining to a foster care student transferred due to a change in placement from one school district to another or across a school boundary within the district shall cooperate with DCF and transfer all school records of the student to the school district or school where the student is transferred. These records shall be transferred as soon as possible following receipt of notice of the student's change of placement, but not later than two business days following the business day that such notice was received by the school district.

As used in this policy, "business day" means any weekday from Monday through Friday in which the school district or school's administrative office is open. "Business day" does not include any federal or state holiday, any weekday that the school district or school's administrative office is closed, or any weekday in which the school day has been canceled due to inclement weather or any other unforeseen circumstance.

Adopted: 4/6/92

Revised: 8/18/97; 8/11/03; 8/29/11; 9/23/13; 8/25/14; 7/22/24; 7/30/26