GARDEN CITY PUBLIC SCHOOLS

***DRAFT* MINUTES *DRAFT***

**Regular Board of Education Meeting**

**Monday, October 13, 2025 - 6:00 PM**

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

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The Board of Education of Garden City USD 457 met for a Regular meeting on Monday, October 13, 2025, at 6:00 PM in the Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846.

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

[Name] called the meeting to order at 2:31 PM. The meeting opened with the Pledge of Allegiance.

A. **PLEDGE — Students from Florence Wilson Student Lighthouse Team will lead the Pledge of Allegiance.**
B. **SILENT REFLECTION**
C. **APPROVAL OF AGENDA with the following amendments:**
  C.1. **Add item E.1.c., Minutes of the October 9, 2025, Special Board of Education Meeting**
  C.2. **Additional classified personnel actions for consideration, Item E.3.b.**
  C.3. **Add item E.4.a., Other, The Board of Education is asked to consider and approve out-of-state travel for the GCHS JROTC Raider Team to travel from October 30–November 3, 2025, to Molena, Georgia for the All-Service Raider Challenge Championships.**
D. **DELEGATIONS, Q & A, PUBLIC COMMENTS, RECOGNITIONS, COMMITTEE REPORTS**
  D.1. **Building Presentation - Florence Wilson Elementary School Speaker(s):** Jill Reagle, Principal
E. **CONSENT AGENDA**
  E.1. **Minutes**
    E.1.a. **Minutes of the September 25, 2025, Board of Education Meeting**
    E.1.b. **Minutes of the October 6, 2025, Special Board of Education Meeting**
    E.1.c. **Minutes of the October 9, 2025, Special Board of Education Meeting**
  E.2. **Accounts Payable totaling $739,564.70, noting that all major accounts contain adequate balances to meet current obligations.**
  E.3. **Personnel**
    E.3.a. **Certified**
    E.3.b. **Classified**
  E.4. **Other**
    E.4.a. **The Board of Education is asked to consider and approve out-of-state travel for the GCHS JROTC Raider Team to travel from October 30–November 3, 2025, to Molena, Georgia for the All-Service Raider Challenge Championships.**

F. **BOARD REPORTS**

F.1. **KAP Assessment Data Presentation Speaker(s):** Dr. Virginia Duncan, Director of Secondary Instruction, Heather Stegman, Director of Elementary Instruction and Michelle Baier, Curriculum and Assessment Coordinator

F.2. **ELA Curriculum Adoption Update Speaker(s):** Heather Stegman, Director of Elementary Instruction

F.3. **1:1 Technology Review Speaker(s):** Casey Wise, Director of Technology

F.4. **Grade Reconfiguration Review Speaker(s):** Josh Guymon, Interim Superintendent

G. **NEW BUSINESS**

G.1. **The Board of Education is asked to consider and approve the addition of the following new courses for dual credit (First Read): Speaker(s):** Dr. Virginia Duncan, Director of Secondary Instruction

G.1.a. **Business Management (0.5 Credit)**

G.1.b. **Business Ethics (0.5 Credit)**

G.1.c. **Personal Finance (0.5 Credit)**

G.2. **Bus Bids — Transportation (First Read) Speaker(s):** Shane Burns, Director of Transportation

G.3. **Honeywell Year 1 Update and consider action on Year 2 Measurement and Verification Services Contract. (First read, action requested.) Speaker(s):** Brandon Anderson, Director of Plant Facilities

G.4. **Van Bids — Plant Facilities (First Read, action requested) Speaker(s):** Brandon Anderson, Director of Plant Facilities

G.5. **Design Bid Build vs. Construction Manager at Risk (First Read, action requested) Speaker(s):** Brandon Anderson, Director of Plant Facilities

G.6. **Student Information System Purchase (First Read) Speaker(s):** Casey Wise, Director of Technology

G.7. **AI Policy (First Read) Speaker(s):** Casey Wise, Director of Technology

G.8. **Electronic Media Policy (First Read) Speaker(s):** Drew Thon, Interim Deputy Superintendent

H. **BOARD OPEN DISCUSSION**

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

I.

J. **NEXT BOARD MEETING**

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. **Personnel matters for non-elected personnel.**

K.2. **Personnel matters for non-elected personnel**

L. **ADJOURNMENT**

Respectfully submitted,

Approved:

Jennifer Ramos, Clerk

Randy Ralston, President

**MEMORANDUM**

**TO:** Board of Education
**THRU:** Josh Guymon, Interim Superintendent
**FROM:** Jill Reagle, Principal Florence Wilson Elementary
**DATE:** 10/1/25
**RE:** Florence Wilson Elementary Building Presentation

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## ISSUE:

Florence Wilson Elementary has been scheduled to make a building presentation to the Board of Education. This presentation will feature the members of the Florence Wilson Student Lighthouse Team and their sponsors, Brooke Bayer and Amy Griffin

## BACKGROUND:

Florence Wilson Lighthouse Team members were recently selected through an application process and have been meeting to plan building activities for our students. They will highlight our building WIGS, Building Leader in Me activities, and events that have been going on so far this year.

## ALTERNATIVES:

No other alternatives applicable

## RECOMMENDATION:

No recommendations are applicable

## FISCAL NOTE:

There is no fiscal impact for the BOE to consider

## ATTACHMENTS:

Google Slideshow

# Florence Wilson Board of Education Presentation

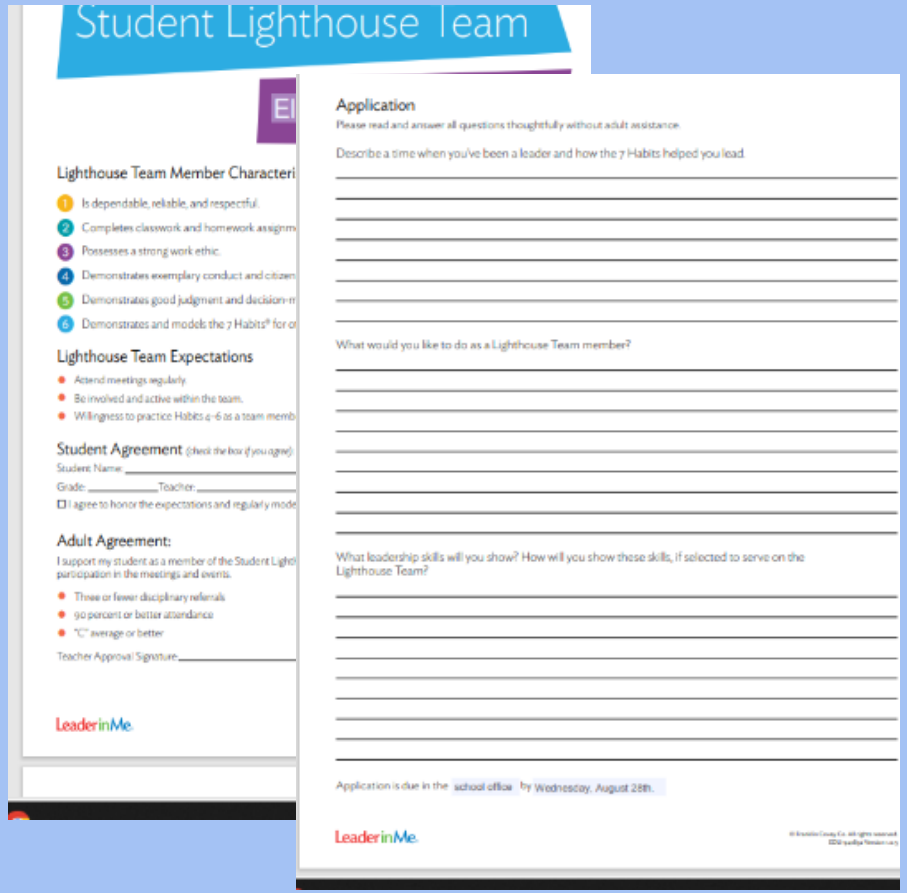
**October 13, 2025**

# Introductions

## Student Lighthouse Team Members



# Student Lighthouse Team



Student Lighthouse Team

El

Lighthouse Team Member Characteri

1. Is dependable, reliable, and respectful.
2. Completes classwork and homework assignm
3. Possesses a strong work ethic.
4. Demonstrates exemplary conduct and citizen
5. Demonstrates good judgment and decision-m
6. Demonstrates and models the 7 Habits® for o

Lighthouse Team Expectations

- Attend meetings regularly.
- Be involved and active within the team.
- Willingness to practice Habits 4-6 as a team memb

Student Agreement (check the box if you agree)

Student Name: _____

Grade: _____ Teacher: _____

☐ I agree to honor the expectations and regularly mode

Adult Agreement:

I support my student as a member of the Student Light participation in the meetings and events.

- Three or fewer disciplinary referrals
- 90 percent or better attendance
- "C" average or better

Teacher Approval Signature: _____

LeaderinMe

Application

Please read and answer all questions thoughtfully without adult assistance.

Describe a time when you've been a leader and how the 7 Habits helped you lead.

What would you like to do as a Lighthouse Team member?

What leadership skills will you show? How will you show these skills, if selected to serve on the Lighthouse Team?

Application is due in the school office by Wednesday, August 28th.

LeaderinMe



FLORENCE WILSON STUDENT LIGHTHOUSE TEAM

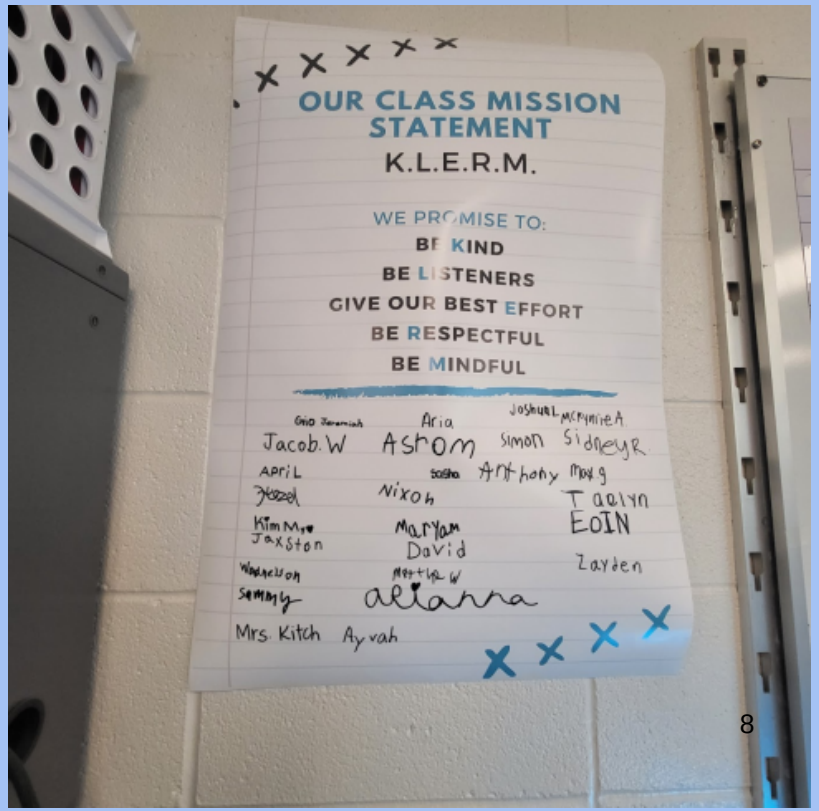
# Building WIGs

WIG 1: **In 2025-26, 80% of students in Kindergarten - 2nd grade will meet the Phonics and Fluency benchmark on Fastbridge early reading or show typical or aggressive growth through implementation of high quality, structured literacy instruction.**

WIG 2: **In 2025-26, the number of students in 3rd -4th grade achieving Level 3 & 4 in ELA, Math, and Science will increase by 10% on the KAP, aReading, and aMath assessments by ensuring teachers are implementing rigorous, grade-level content (standards) and holding students to high expectations.**

# Classroom Mission Statements and WIGS

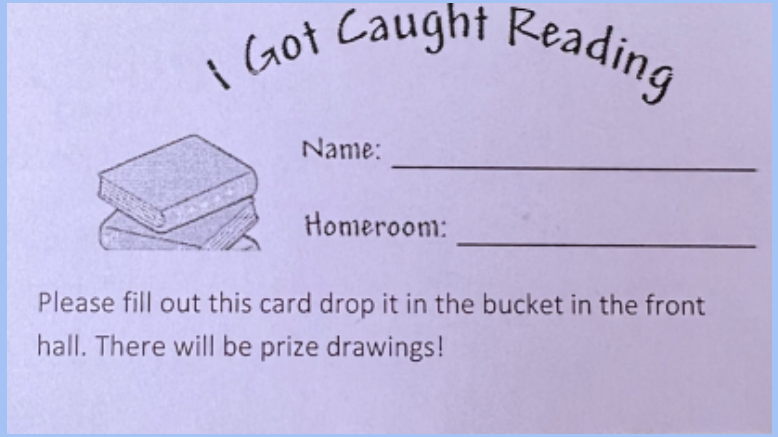


# What's been going on at Florence Wilson





# What's been going on at Florence Wilson

## Ranch House Bingo







# What's been going on at Florence Wilson

## GCHS Spirit Week and Homecoming Pep-Assembly at GCHS






# What's been going on at Florence Wilson

## Student-Led Assembly





# What's been going on at Florence Wilson

## National Walk to School







# What's Ahead this semester...

- ★Parent Teacher Conferences
- ★Donuts with Grownups
- ★Florence Wilson Freddy's Night
- ★Thanksgiving Lunch with our Families
- ★After School Movie Matinee




# THANK YOU!

GARDEN CITY
PUBLIC SCHOOLS

***DRAFT* MINUTES *DRAFT***

**Regular Board of Education Meeting Thursday, September 25, 2025 - 5:00 PM**

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

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The Board of Education of Garden City USD 457 met for a Regular meeting on Thursday, September 25, 2025, at 5:00 P.M. in the Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846.

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

President Randy Ralston called the meeting to order at 5:00 P.M. The meeting opened with the Pledge of Allegiance.

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

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

C. **MEETINGS OF NOTE**

- Board-Faculty Meeting, Edith Scheuerman Elementary School, Wednesday, October 1, 2025, at 7:30 a.m. Four or more Board members may be in attendance.
- Board Faculty Meeting, Garden City High School, Wednesday, October 1, 2025, at 2:30 p.m. Four or more Board members may be in attendance.
- Board-Faculty Meeting, Victor Ornelas Elementary School, Tuesday, October 7, 2025, at 7:45 a.m. Four or more Board members may be in attendance.
- Board-Faculty Meeting, Florence Wilson Elementary School, Wednesday, October 8, 2025, at 7:30 a.m. Four or more Board members may be in attendance.
- Board-Faculty Meeting, Buffalo Jones Elementary School, Wednesday, October 8, 2025, at 4:10 p.m. Four or more Board members may be in attendance.

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

D.1. Additional classified personnel actions for consideration, item E.3.

**Action:**

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

Bergkamp: Yea

Fahrmeier: Yea

Gigot: Yea
Haeck: Yea
Hinde: Yea
Ralston: Yea
Wiese: Yea
**Voting Summary:** Yea: 7, Nay: 0

E. **CONSENT AGENDA** – All consent agenda items were approved as follows.

**Action:**
I move to approve all consent agenda items as amended. This motion, made by Andy Fahrmeier and seconded by Nathan Haeck, Carried.

Bergkamp: Yea
Fahrmeier: Yea
Gigot: Yea
Haeck: Yea
Hinde: Yea
Ralston: Yea
Wiese: Yea
**Voting Summary:** Yea: 7, Nay: 0

E.1. **Minutes**
E.1.a. Minutes of September 8, 2025, Regular Board of Education meeting.
E.2. **Accounts Payable** totaling $7,740,581.06, noting that all major accounts contain adequate balances to meet current obligations.
E.3. **Personnel**
E.3.a. **Certified**
**Transfers:**
- Honey Coash from first grade position at Jennie Barker Elementary School to science position at Jennie Barker Elementary School.
- Jannel Varela Marquez from science position at Jennie Barker Elementary School to first grade position at Jennie Barker Elementary School.

**Education Attainment:**
The following staff attained categorical advancement as of September 1, 2025:

| | | | |
|---|---|---|---|
| ldaco, Alexa | BS to MS | Kirk, Rebecka | BS+15 to BS+30 |
| Amos, Alyson | MS+15 to MS+30 | Kitch, Danica | MS+30 to MS+45 |
| Arambula Rascon, Valeria | BS to MS | Knechtel, Katie | BS+30 to BS+45 |
| Arellano, Emily | BS+45 to MS | Koehn, Rocio | BS+15 to BS+30 |
| Armstrong, Jennifer | MS+15 to MS+30 | Konrade, Natalie | MS+30 to MS+45 |
| Arteaga, Stephanie | MS to MS+15 | Lappin, Tonya | MS+15 to MS+30 |
| Bailey, Trista | BS+45 to MS | Martinez, Beatriz | BS+30 to BS+45 |
| Beard, Kayleigh | BS to MS | Martinez, Brenda | BS+15 to BS+30 |
| Bellows, Kyra | BS+15 to BS+30 | Meinzer, Tracy | BS+45 to MS |
| Burnfin, James | MS to MS+15 | Meza, Veronica | BS+30 to BS+45 |
| Burns, Michael | MS+60 to MS+75 | Moore, Jordyn | BS+15 to BS+30 |
| Bussen, Kristopher | BS+30 to MS | Moser, Carrie | MS+15 to MS+30 |
| Campaña Joyce, Jane | BS+30 to BS+45 | Myerhoff, Cassandra | BS to BS+15 |

| | | | |
|---|---|---|---|
| Campos, Ellvan | MS+30 to MS+45 | Nunez, Jenna | BS to BS+15 |
| Caro, Adriana | MS to MS+15 | Ochs, Brandy | MS+30 to MS+45 |
| Carrillo, Ana | BS to BS+15 | Orozco, Sarah | BS+15 to BS+30 |
| Castro Barbosa, Cecilia | BS+15 to BS+30 | Ortiz, Sahyra | MS to MS+15 |
| Castro Barbosa, Norma | BS to BS+15 | Pak, Carrie | BS to BS+15 |
| Corpuz, Sheila | MS to MS+15 | Partin, Ashley | MS+15 to MS+30 |
| Crandall, Ciara | BS to BS+15 | Potts, Amber | MS to MS+15 |
| De La Cruz Matt, Judson | MS+30 to MS+45 | Powell, Linda | BS+15 to MS |
| DeLeon Mary, Connie | MS to MS+15 | Rodrigueza, Rene | MS to MS+15 |
| Doll, Annette | BS+45 to MS | Runnion, Garrett | BS to BS+15 |
| Dougherty, Grace | BS to BS+15 | Scheib, Chelsea | BS to BS+15 |
| Dunlap, Jeffrey | BS to BS+15 | Skinner, Cheston | MS+15 to MS+30 |
| Espino, Ana | BS to BS+15 | Sotelo Serrano, Lupita | MS+15 to MS+30 |
| Fick, Catherine | BS+45 to MS | Soto, Rhonda | MS+30 to MS+45 |
| Foster, Savannah | BS to BS+15 | Spangler, Michelle | BS+15 to BS+30 |
| Gutierrez-Mendoza, Fabiola | BS+15 to BS+30 | Steinert, Cayla | BS to BS+15 |
| Harris, Cheryl | MS+30 to MS+45 | Stevenson, Andrea | MS+15 to MS+30 |
| Henningsen, Kayla | MS+15 to MS+30 | Suderman, Megan | BS+15 to BS+30 |
| Higida Ma, Jerone | BS+30 to MS | Sullivan, Lucas | MS+30 to DL |
| Hill, Reagan | BS+30 to BS+45 | Swedberg, Luke | MS+15 to MS+30 |
| Johnson, Amanda | MS+15 to MS+30 | Unger, Katrina | MS to MS+15 |
| Karlin, Zachary | BS+30 to MS | Vega, Rocio | BS to BS+15 |
| Keiss, Tyler | BS+15 to BS+30 | Veyza, Viky | BS+15 to BS+30 |
| Ketterling, Shelby | BS to BS+15 | | |

E.3.b. **Classified**

**Retirements:** Maria Del Leon

**Resignations:** Maria Avila, Ashley Baker, Maria Borjon-Felix, Monroy Calderon, David Childress, Tanya Cook, Bianca Gutierrez, Lisandra Lopez, Salvador Monroy Calderon, Morgan Nelson, Angela Villanueva Luna,

**Assignments:** Ashley Baker, Lacey Haughawout, Amber Delinger, Maricela Gonzalez, Gabriela Lemus Melendez, Liubisa Rivas, Yenifer Valencia

**Transfers:**

- Dina Carbajal from Paraprofessional III at Victor Ornelas Elementary School to Teacher Apprentice at Victor Ornelas Elementary School
- Vianca Esquivel from Office Assistant II at Horace Good Middle School to Office Assistant II at Educational Support Center
- Lauren Gleason from Paraprofessional II at Abe Hubert Elementary School to Paraprofessional I 0.5 at Abe Hubert Elementary School
- Estela Gutierrez from Paraprofessional II at Garfield Early Childhood Center to Paraprofessional II at Abe Hubert Elementary School
- Juana Herrada Soriano from Educational Support Center to Charles O. Stones Intermediate Center
- Zoila Ninabuck from to Custodian I at Abe Hubert Elementary School to Custodian I at Horace Good Middle School
- Elsa Ortiz from Charles O. Stones Intermediate Center to Plant Facilities
- Maria Rincon from Custodian I at Plant Facilities to Custodian I at Abe Hubert Elementary School
- Nelly Santana from Garden City High School to Plant Facilities

**Other:**

- **CLOSED:** 1.0 Administrative Specialist 2 at Educational Support Center

- **CLOSED:** 1.0 Office Assistant 1 at Educational Support Center
- **CLOSED:** 2.0 Paraprofessional II positions at Garfield Early Childhood Center
- **CLOSED:** 1.0 Paraprofessional II position at Georgia Matthews
- **CLOSED:** 2.0 Paraprofessional I position at Garden City High School
- **OPENED:** 2.0 Paraprofessional II positions at Garden City High School
- **OPENED:** 1.0 Office Assistant 2 at Educational Support Center
- **OPENED:** 2.0 Paraprofessional I position at Garfield Early Childhood Center

F. **UNFINISHED BUSINESS**

F.1. **The Board of Education is asked to consider and approve the change from American Fidelity to Benefits Direct (AmeriLife) per the recommendation from the Insurance Committee.** Jessica Nothern, Chief Financial Officer, presented the following.

The Insurance Committee recently met to review supplemental insurance options for district employees. During the meetings, the committee heard presentations from Benefits Direct and American Fidelity. Following the presentations, the committee voted overwhelmingly in favor of transitioning to Benefits Direct as our new supplemental insurance provider. Benefits Direct offers a wider range of products, improved pricing, and enhanced coverage options for our staff. Employees who wish to continue their current coverage with American Fidelity will still have the option to do so via direct pay.

Board members' questions were answered. The following action took place.

**Action:**
Mr. President, I move that the Board of Education approve the Insurance Committee's recommendation to transfer supplemental insurance offerings from American Fidelity to Benefits Direct. This motion, made by Nathan Haeck and seconded by Mark Hinde, Carried.

| | |
|---|---|
| Bergkamp: | Yea |
| Fahrmeier: | Yea |
| Gigot: | Yea |
| Haeck: | Yea |
| Hinde: | Yea |
| Ralston: | Yea |
| Wiese: | Yea |

**Voting Summary:** Yea: 7, Nay: 0

G. **NEW BUSINESS**

G.1. **Superintendent Search Discussion Speaker(s):** Drew Thon, Interim Deputy Superintendent, presented the following.

The Board of Education needs to begin the search for a Superintendent of Schools.

The Board has three potential options for how to proceed:

1. Issue a new RFP and select a search firm. This would allow the Board to review multiple firms and compare services, but it extends the timeline and includes costs.
2. Utilize Ray & Associates under the existing warranty. This option allows the district to engage Ray & Associates immediately at no additional cost, saving both time and money.

3. Do nothing at this time. This option slows the process but risks limiting the candidate pool, as other districts are already moving forward.

Board members' questions were answered. The following action took place.

**Action:**
I move that the Board of Education go with Action 2, Utilize Ray & Associates under the existing warranty. This motion, made by Nathan Haeck and seconded by Robin Bergkamp, Carried.

| | |
|---|---|
| Bergkamp: | Yea |
| Fahrmeier: | Yea |
| Gigot: | Yea |
| Haeck: | Yea |
| Hinde: | Yea |
| Ralston: | Yea |
| Wiese: | Yea |

**Voting Summary:** Yea: 7, Nay: 0

Andy Fahrmeier recused himself and left the meeting room at 5:16 P.M.

G.2. **Grade Reconfiguration Discussion** Josh Guymon, Interim Superintendent presented the following.

Mr. Guymon stated that that several board members have expressed interest in moving forward and looking at grade reconfiguration. The board is asked to discuss and vote on giving district administration a directive to move forward with developing a plan for approval if that is the direction they want to take.

The floor was opened for discussion. Board members' questions were answered. The following action took place.

**Action(s):**
Mr. President, I move to proceed with the addition on KH to get us to that point of understanding on reconfiguration. This motion, made by Nathan Haeck and seconded by Mark Hinde, Carried.

| | |
|---|---|
| Bergkamp: | Yea |
| Fahrmeier: | Abstain (With Conflict) |
| Gigot: | Yea |
| Haeck: | Yea |
| Hinde: | Yea |
| Ralston: | Yea |
| Wiese: | Yea |

**Voting Summary:** Yea: 6, Nay: 0, Abstain (With Conflict): 1

Andy Fahrmeier returned to the meeting room at 5:36 P.M.

H. **NEXT BOARD MEETING** - The next meeting of the Board of Education will take place on Monday, October 13, 2025, at 6:00 p.m. in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.

I. **EXECUTIVE SESSION**

I.1. **Personnel matters for non-elected personnel.**

**Action(s):**
Motion: Mr. President, I move we go into executive session for 15 minutes, to discuss an individual employee's performance, pursuant to non-elected personnel exception under KOMA, beginning at 5:40 P.M. and the open meeting will resume in the Board Meeting Room at 5:55 P.M. This motion, made by Mark Hinde and seconded by Andy Fahrmeier, Carried.

| | |
|---|---|
| Bergkamp: | Yea |
| Fahrmeier: | Yea |
| Gigot: | Yea |
| Haeck: | Yea |
| Hinde: | Yea |
| Ralston: | Yea |
| Wiese: | Yea |

**Voting Summary:** Yea: 7, Nay: 0

John Wiese left the meeting at 5:55 P.M.

The open meeting resumed in the board meeting room at 5:55 P.M.

J. **ADJOURNMENT**

**Action(s):**
That the Board of Education meeting be adjourned at 5:56 P.M. This motion, made by Mark Hinde and seconded by Robin Bergkamp, Carried.

| | |
|---|---|
| Bergkamp: | Yea |
| Fahrmeier: | Yea |
| Gigot: | Yea |
| Haeck: | Yea |
| Hinde: | Yea |
| Ralston: | Yea |
| Wiese: | Yea |

**Voting Summary:** Yea: 7, Nay: 0

Respectfully submitted,

Approved:

Jennifer Ramos, Clerk

Randy Ralston, President

GARDEN CITY PUBLIC SCHOOLS

*DRAFT* **MINUTES** *DRAFT*

**Special Board of Education Meeting, Monday, October 6, 2025 - 6:00 PM**
Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846

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The Board of Education of Garden City USD 457 met for a Special meeting on Monday, October 6, 2025, at 6:00 PM in the Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846.

Board members present were Andy Fahrmeier; Jackie Gigot; John Wiese; Mark Hinde; Nathan Haeck; Randy Ralston; Robin Bergkamp. Also in attendance was Drew Thon, Interim Deputy Superintendent.

President Randy Ralston called the meeting to order at 6:00 P.M. The meeting opened with the Pledge of Allegiance.

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

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

C. **APPROVAL OF AGENDA**

**Action:**
I move to approve the special meeting agenda as presented. This motion, made by Mark Hinde and seconded by Nathan Haeck, Carried.

| | |
|---|---|
| Bergkamp: | Yea |
| Fahrmeier: | Yea |
| Gigot: | Yea |
| Haeck: | Yea |
| Hinde: | Yea |
| Ralston: | Yea |
| Wiese: | Yea |

**Voting Summary:** Yea: 7, Nay: 0

D. **EXECUTIVE SESSION**

D.1. **Personnel matters for non-elected personnel**

**Action:**
Motion: Mr. President, I move we go into executive session for 45 minutes, to discuss the Superintendent search, under the non-elected personnel exception under KOMA, beginning at 6:02 P.M. and the open meeting will resume in the Board Meeting Room at 6:47 P.M. I would like to invite

Drew Thon and executives from Ray & Associates to join us in executive session. This motion, made by Mark Hinde and seconded by Nathan Haeck, Carried.

| | |
|---|---|
| Bergkamp: | Yea |
| Fahrmeier: | Yea |
| Gigot: | Yea |
| Haeck: | Yea |
| Hinde: | Yea |
| Ralston: | Yea |
| Wiese: | Yea |

**Voting Summary:** Yea: 7, Nay: 0

Ray & Associates left the executive session at 6:47 P.M.

The open meeting resumed in the meeting room at 6:47 P.M. The following action too place.

**Action:**
I move to extend the Executive Session for 10 minutes beginning at 6:50 P.M. and the open meeting will resume at 7:00 P.M. This motion, made by Mark Hinde and seconded by Jackie Gigot, Carried.

| | |
|---|---|
| Bergkamp: | Yea |
| Fahrmeier: | Yea |
| Gigot: | Yea |
| Haeck: | Yea |
| Hinde: | Yea |
| Ralston: | Yea |
| Wiese: | Yea |

**Voting Summary:** Yea: 7, Nay: 0

The open meeting resumed in the meeting room at 7:00 P.M.

**NEXT BOARD MEETING** - The next meeting of the Board of Education will take place on Monday, October 13, 2025, at 6:00 p.m. in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.

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

**Action:**
That the Board of Education meeting at 7:03 P.M. This motion, made by Andy Fahrmeier and seconded by Mark Hinde, Carried.

| | |
|---|---|
| Bergkamp: | Yea |
| Fahrmeier: | Yea |
| Gigot: | Yea |
| Haeck: | Yea |

Hinde: Yea
Ralston: Yea
Wiese: Yea
**Voting Summary:** Yea: 7, Nay: 0

Respectfully submitted,

Jennifer Ramos, Clerk

Approved:

Randy Ralston, President

GARDEN CITY PUBLIC SCHOOLS

***DRAFT* MINUTES *DRAFT***

**Special Board of Education Meeting Thursday, October 9, 2025 - 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 Special meeting on Thursday, October 9, 2025, at 5:00 P.M. in the Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846.

Board members present were Andy Fahrmeier; Jackie Gigot; John Wiese; Mark Hinde; Nathan Haeck; Randy Ralston; Robin Bergkamp. Joining board members at the conference table was Interim Superintendent, Josh Guymon. Also in attendance via Zoom was Drew Thon, Interim Deputy Superintendent.

President Randy Ralston called the meeting to order at 5:00 P.M. The meeting opened with the Pledge of Allegiance.

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

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

C. **APPROVAL OF AGENDA**

**Action:**
I move to approve the meeting agenda as presented. This motion, made by Mark Hinde and seconded by Jackie Gigot, Carried.

| | |
|---|---|
| Bergkamp: | Yea |
| Fahrmeier: | Yea |
| Gigot: | Yea |
| Haeck: | Yea |
| Hinde: | Yea |
| Ralston: | Yea |
| Wiese: | Yea |

**Voting Summary:** Yea: 7, Nay: 0

D. **EXECUTIVE SESSION**

D.1. **Personnel matters for non-elected personnel**

**Action:**
Mr. President, I move we go into executive session for 15 minutes, to discuss a personnel matter pursuant to non-elected personnel exception under KOMA, beginning at 5:03 P.M. and the open

meeting will resume in the Board Meeting Room at 5:18 P.M. I would like to invite Drew Thon join us in executive session. This motion, made by Mark Hinde and seconded by Andy Fahrmeier, Carried.

| | |
|---|---|
| Bergkamp: | Yea |
| Fahrmeier: | Yea |
| Gigot: | Yea |
| Haeck: | Yea |
| Hinde: | Yea |
| Ralston: | Yea |
| Wiese: | Yea |

**Voting Summary:** Yea: 7, Nay: 0

The open meeting resumed in the Board Meeting Room at 5:18 P.M.

**Action:**
I move to extend 30 minutes beginning at 5:18 P.M. and the open meeting will resume at 5:48 P.M. This motion, made by Nathan Haeck and seconded by John Wiese, Carried.

| | |
|---|---|
| Bergkamp: | Yea |
| Fahrmeier: | Yea |
| Gigot: | Yea |
| Haeck: | Yea |
| Hinde: | Yea |
| Ralston: | Yea |
| Wiese: | Yea |

**Voting Summary:** Yea: 7, Nay: 0

E. **NEXT BOARD MEETING** - The next meeting of the Board of Education will take place on Monday, October 13, 2025, at 6:00 p.m. in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.

F. **ADJOURNMENT**

**Action:**
That the Board of Education meeting be adjourned at 5:49 P.M. This motion, made by Nathan Haeck and seconded by John Wiese, Carried.

| | |
|---|---|
| Bergkamp: | Yea |
| Fahrmeier: | Yea |
| Gigot: | Yea |
| Haeck: | Yea |
| Hinde: | Yea |
| Ralston: | Yea |
| Wiese: | Yea |

**Voting Summary:** Yea: 7, Nay: 0

Respectfully submitted,

Jennifer Ramos, Clerk

Approved:

Randy Ralston, President

BOARD OF EDUCATION

# Certified Personnel Actions

October 13, 2025

**TUITION REIMBURSEMENT AGREEMENT:**

Ana Carrillo – Master's Degree

BOARD OF EDUCATION

# Classified Personnel Actions

October 13, 2025

| RETIREMENTS | POSITION | BUILDING | DATE |
|---|---|---|---|
| Maria De Leon | Nutrition 1 | Horace Good Middle School | 11/17/2025 |

| RESIGNATIONS | POSITION | BUILDING | DATE |
|---|---|---|---|
| Ashley Baker | Paraprofessional II | Horace Good Middle School | 9/29/2025 |
| Jaclyn Briggs | Paraprofessional II | Georgia Matthews Elementary School | 10/2/2025 |

| ASSIGNMENTS | POSITION | BUILDING | DATE |
|---|---|---|---|
| Stacy Frizzell | Bus Driver | Transportation | 10/6/2025 |
| Jesus Avila | Bus Driver | Transportation | 10/6/2025 |
| Steve Jessee | HVAC | Plant Facilities | 10/6/2025 |
| Samantha Diaz | Paraprofessional I | Garfield early Childhood Center | 10/7/2025 |
| Yessenia Estrada Piedrasanta | Nutrition Assistant I | Kenneth Henderson Middle School | 10/9/2025 |
| Jose Gonzalez | Campus Monitor | Garden City High School | 10/13/2025 |

| TRANSFERS | FROM | TO | DATE |
|---|---|---|---|
| Mary Almaraz | Small Fleet Driver Transportation | Bus Driver Transportation | 9/30/2025 |
| Michelle Nelson | Office Assistant I | Office Assistant II | 10/6/2025 |

**OTHER**

Drew Thon, Chief HR Director request the following:
Close 1 Custodian 3 position at Garden City High School
Open 1 Campus Monitor at Garden City High School

BOARD OF EDUCATION

# Classified Personnel Actions Addendum

October 13, 2025

| RESIGNATIONS | POSITION | BUILDING | DATE |
|---|---|---|---|
| Maria Aguilera Perez | Nutrition I | Garden City High School | 10/8/2025 |

| ASSIGNMENTS | POSITION | BUILDING | DATE |
|---|---|---|---|
| **Correction to Start Date:** Samantha Diaz | Paraprofessional I | Garfield Early Childhood Center | 10/13/2025 |
| Daniela Ramos | Paraprofessional III | Abe Hubert Elementary School | 10/13/2025 |
| Manuel Ortiz Lucero | Maintenance II | Plant Facilities | 10/13/2025 |
| Joana Soto Valenzuela | Paraprofessional III | Victor Ornelas Elementary School | 10/13/2025 |

**OTHER:**
Tracy Johnson, Director of Nutrition request a calendar for the Part Time Nutrition Delivery position from a 166 to a 205.

# MEMORANDUM

| | |
|---|---|
| **TO:** | Josh Guymon, Superintendent |
| **FROM:** | Ryan Meng, GCHS Principal |
| **RE:** | Out-Of-State Trip Approval |
| **DATE:** | 10.10.25 |
| **CC:** | |
| | |

We request approval for the GCHS JROTC Raider team to travel October 30-November 3 to Molena, Georgia to the All-Service Raider Challenge Championships. They've been invited to this competition as a result of the cancellation of the scheduled JROTC National Raider Challenge in Fort Knox, Kentucky. The Fort Knox event will be postponed to the spring. JROTC leadership is requesting approval of this trip because some of the team members will graduate in December and will be unable to compete in the spring event. The Fort Knox event is interrupted because of the federal government shutdown.

**MEMORANDUM**

**TO:** Board of Education
**THRU:** Josh Guymon, Superintendent
**FROM:** Heather Stegman, Director of Elementary Curriculum and Instruction
**DATE:** 10/13/2025
**RE:** 2024-2025 KAP Data Presentation

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## ISSUE:

Curriculum Directors Stegman and Duncan and Curriculum Coordinator Baier will provide a presentation summarizing the 2024-2025 data from KAP.

## BACKGROUND:

KAP is the Kansas State Assessment program. Students are tested once a year in grades 3 – 8 and grade 10 over content in ELA and Math. Students are tested only in grades 5, 8, and 11 over content in Science. This presentation will summarize spring 2025 summative assessment data for the Kansas State Assessment. Spring 2025 was the first year that students were assessed with the new KAP assessment, so there are no comparisons to previous years data in this presentation

## ALTERNATIVES:

This presentation is for informational purposes only. No board action is required.

## RECOMMENDATION:

N/A

## FISCAL NOTE:

N/A

## ATTACHMENTS:

USD 457 Spring '25 Data Report-KAP PowerPoint

# Spring 2025 KAP Data Report USD 457

October 13, 2025

Office of Learning Services

# Presentation Overview

- Performance Level Descriptors and Cut Scores
- 3rd - 10th grade 2025 Spring KAP Data
  - English Language Arts
  - Math
  - Science (grades 5 & 8)
- Questions

# KAP Performance Level Descriptors

**Level 1:** A student at Level 1 shows a *limited* ability to demonstrate their knowledge and skills of grade level standards.

**Level 2:** A student at Level 2 shows a *basic* ability to demonstrate their knowledge and skills of grade level standards.

**Level 3:** A student at Level 3 shows an *proficient* ability to demonstrate their knowledge and skills of grade level standards.

**Level 4:** A student at Level 4 shows an *advanced* ability to demonstrate their knowledge and skills of grade level standards.

Example of PLD-During last school year educators across the state went through all standards and decided on the PLD for each level. These were then used this summer to set the scores on the KAP for each grade and subject.

**Standard: 3.G.2**

Partition shapes into parts with equal areas. Express the area of each part as a unit fraction of the whole. For example, partition a shape into 4 parts with equal area, and describe the area of each part as 1/4 of the area of the shape.

| **Evidence Statement** | | | |
|---|---|---|---|
| 1. The student partitions shapes into parts with equal areas and expresses the area of each part as a unit fraction of the whole. | | | |
| **Performance Level Descriptors (PLDs)** | | | |
| **Level 1**<br>**Students at level 1 show a *limited* ability to demonstrate their knowledge and skills such as:**<br>• Students should be able to identify the number of equal parts a given shape has been partitioned into. | **Level 2**<br>**Students at level 2 show a *basic* ability to demonstrate their knowledge and skills such as:**<br>• Students should be able to partition (by drawing or shading) shapes into equal halves or fourths and explain that each part represents one half or one quarter of a whole.<br>• Students should be able to express the area of each equal part as a unit fraction (1/2 or 1/4) of the whole. | **Level 3**<br>**Students at level 3 show a *proficient* ability to demonstrate their knowledge and skills such as:**<br>• Students should be able to partition shapes into parts with equal areas. (Denominators are not limited by specific values.)<br>• Students should be able to express the area of each equal part as a unit fraction of the whole. | **Level 4**<br>**Students at level 4 show an *advanced* ability to demonstrate their knowledge and skills such as:**<br>• Students should be able to compare different models showing the same fraction of a shape. |

What is a cut score?
A scale score threshold between the four performance levels. They determine the minimum score a student must achieve to be placed into a particular performance category.

## Cut Scores for 2025-26 KAP Summative Assessments

### English Language Arts

| Grade | Lowest Score | Level 2 Cut Score | Level 3 Cut Score | Level 4 Cut Score | Highest Score |
|---|---|---|---|---|---|
| 3 | 400 | 510 | 540 | 609 | 700 |
| 4 | 400 | 510 | 540 | 607 | 700 |
| 5 | 400 | 510 | 540 | 600 | 700 |
| 6 | 400 | 510 | 540 | 593 | 700 |
| 7 | 400 | 510 | 540 | 600 | 700 |
| 8 | 400 | 510 | 540 | 594 | 700 |
| 10 | 400 | 510 | 540 | 588 | 700 |

### Mathematics

| Grade | Lowest Score | Level 2 Cut Score | Level 3 Cut Score | Level 4 Cut Score | Highest Score |
|---|---|---|---|---|---|
| 3 | 400 | 510 | 540 | 570 | 700 |
| 4 | 400 | 510 | 540 | 579 | 700 |
| 5 | 400 | 510 | 540 | 599 | 700 |
| 6 | 400 | 510 | 540 | 596 | 700 |
| 7 | 400 | 510 | 540 | 603 | 700 |
| 8 | 400 | 510 | 540 | 594 | 700 |
| 10 | 400 | 510 | 540 | 600 | 700 |

### Science

| Grade | Lowest Score | Level 2 Cut Score | Level 3 Cut Score | Level 4 Cut Score | Highest Score |
|---|---|---|---|---|---|
| 5 | 400 | 510 | 540 | 582 | 700 |
| 8 | 400 | 510 | 540 | 569 | 700 |

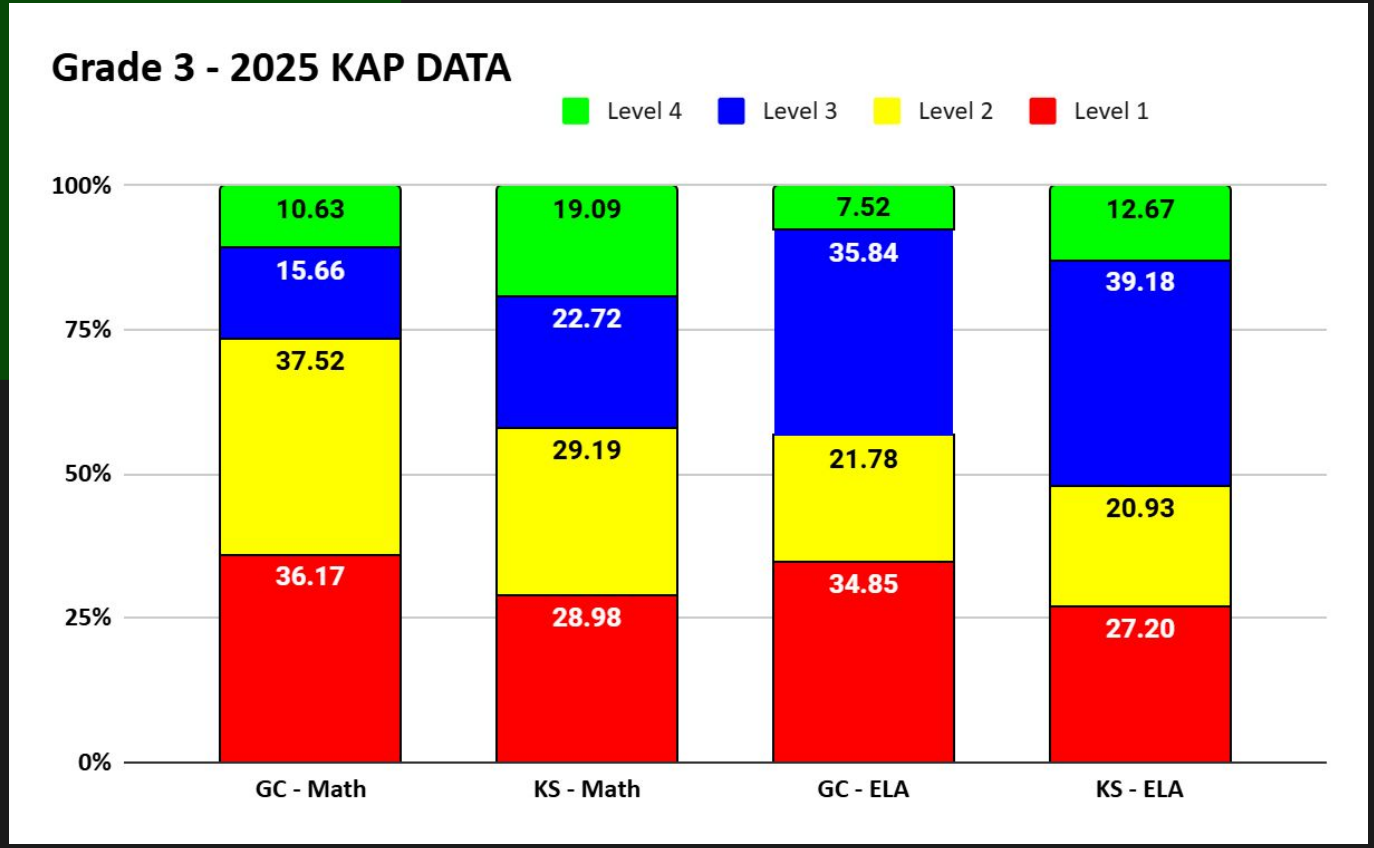
**NOTE:** The Grade 11 Science assessment did not have the range of scores needed to complete standard setting and establish cut scores. No scores will be released this year.

It is important to note that scale scores can only be used to compare students in a single grade and subject area (for example, grade 3 math) to other groups of students in the same grade and subject area. Scale scores cannot be compared across different grades or different subject areas.

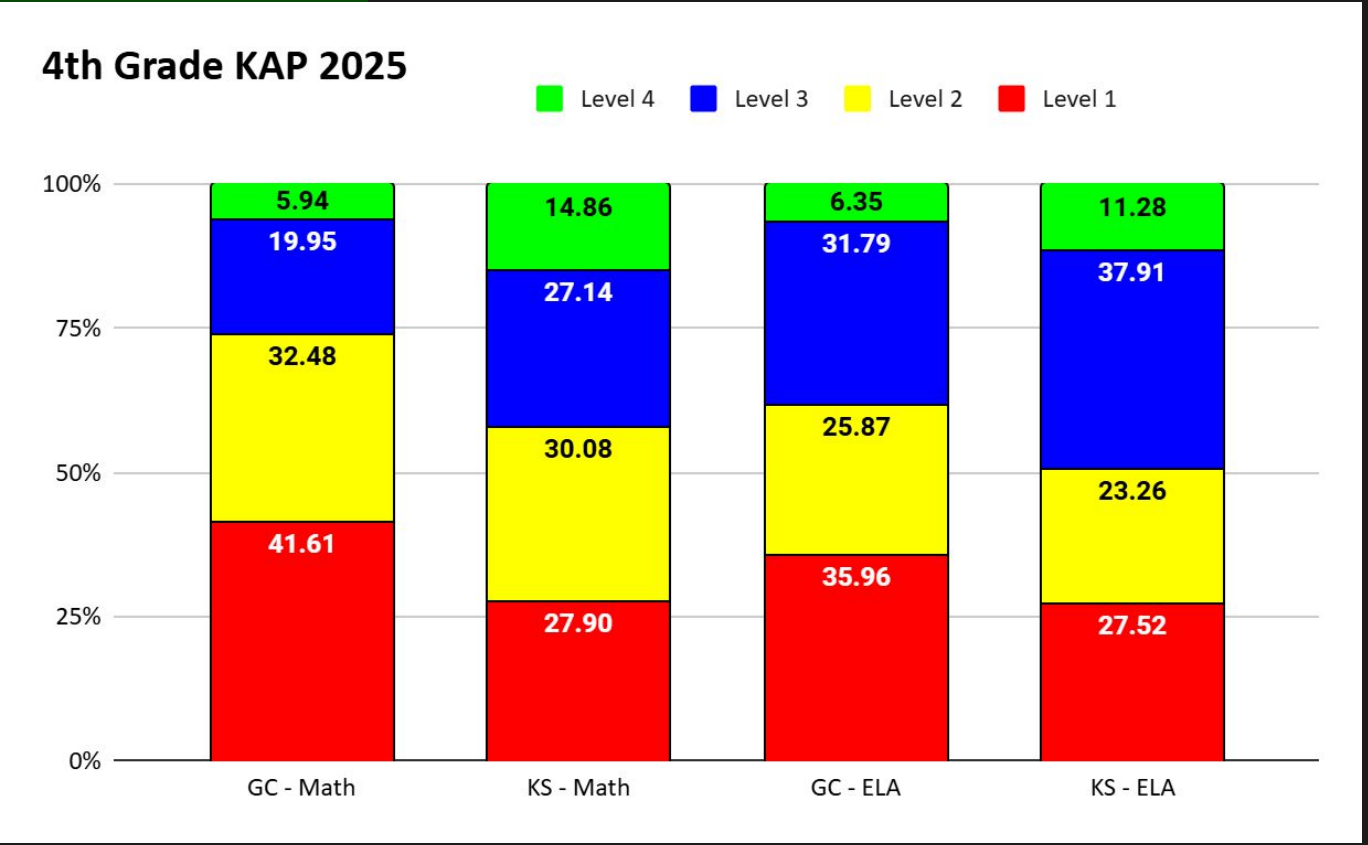
So, if third graders in a particular building averaged a scale score of 520 in grade 3 math last year and averaged a scale score of 530 in grade 3 math this year, the building may safely be said to have improved year-over-year in grade 3 math performance.

However, a student who earned a 510 on this year's grade 4 math assessment and a 540 on last year's grade 3 math assessment has not necessarily regressed in math. Further, a student who scored 530 on the grade 3 ELA assessment and 540 on the grade 3 mathematics assessment did not necessarily do better in math than in ELA.

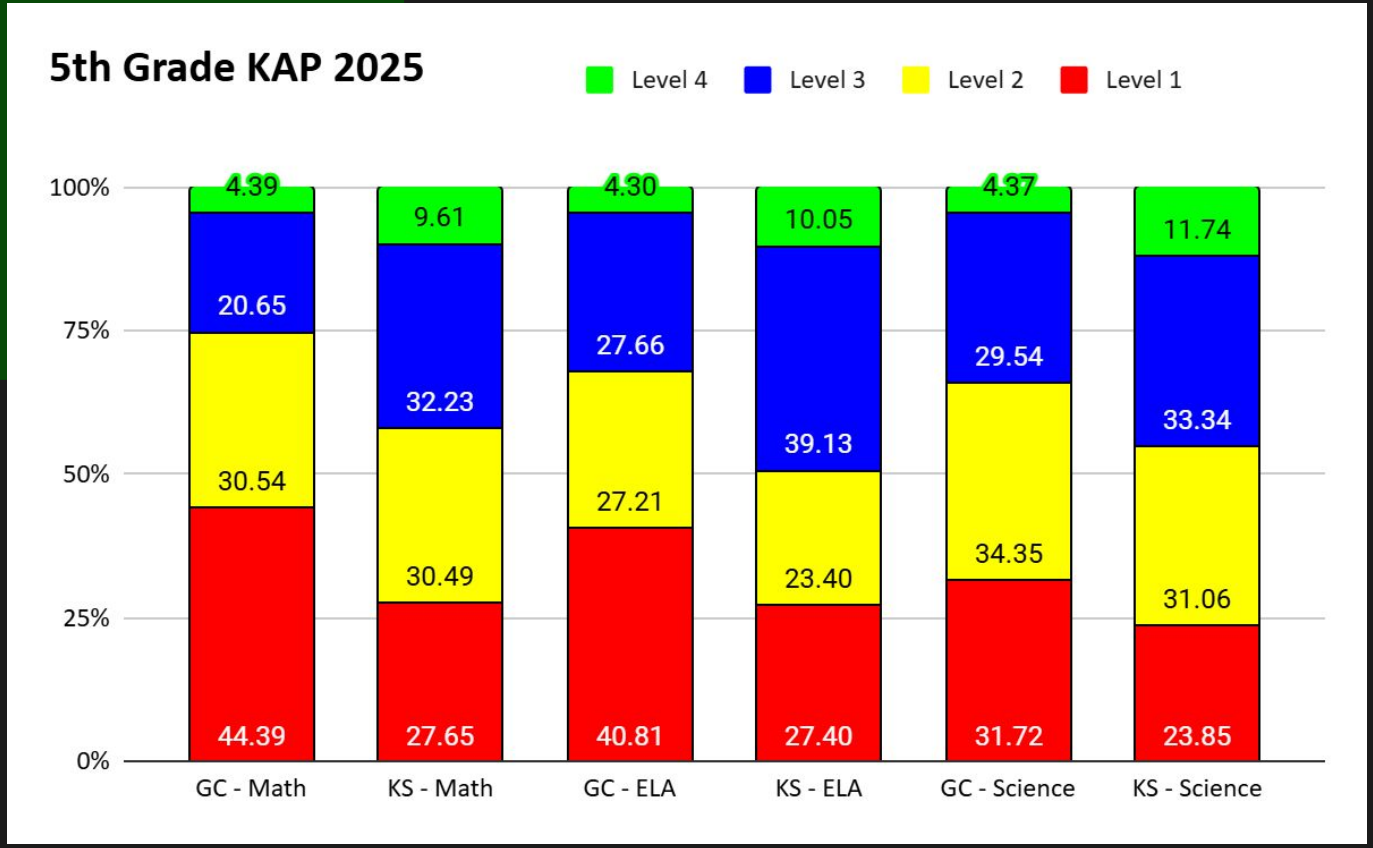
# Grade 3


Grade 3 - 2025 KAP DATA
Level 4
Level 3
Level 2
Level 1
100%
75%
50%
25%
0%
10.63
15.66
37.52
36.17
19.09
22.72
29.19
28.98
7.52
35.84
21.78
34.85
12.67
39.18
20.93
27.20
GC - Math
KS - Math
GC - ELA
KS - ELA

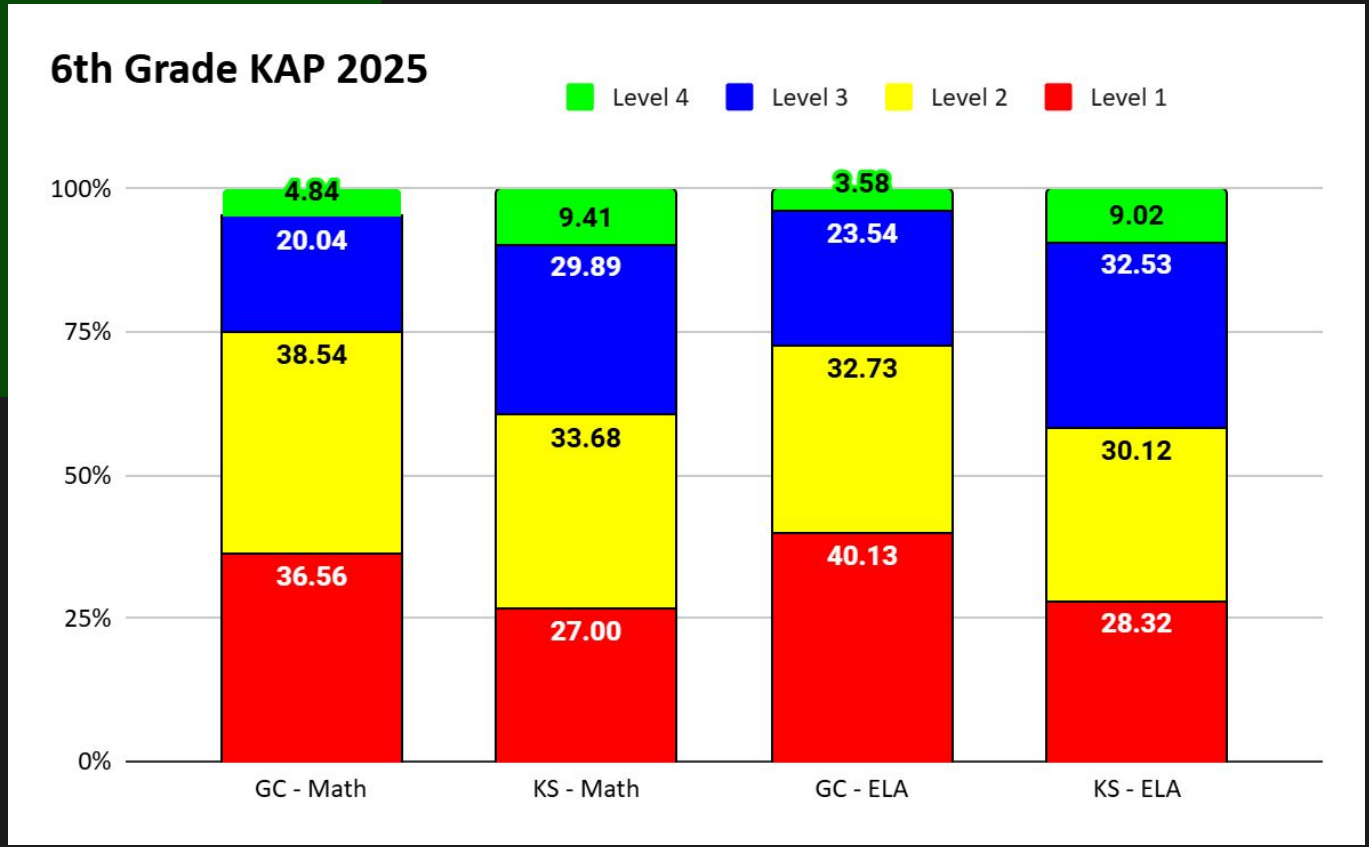
# Grade 4


4th Grade KAP 2025
Level 4
Level 3
Level 2
Level 1
100%
75%
50%
25%
0%
5.94
19.95
32.48
41.61
14.86
27.14
30.08
27.90
6.35
31.79
25.87
35.96
11.28
37.91
23.26
27.52
GC - Math
KS - Math
GC - ELA
KS - ELA

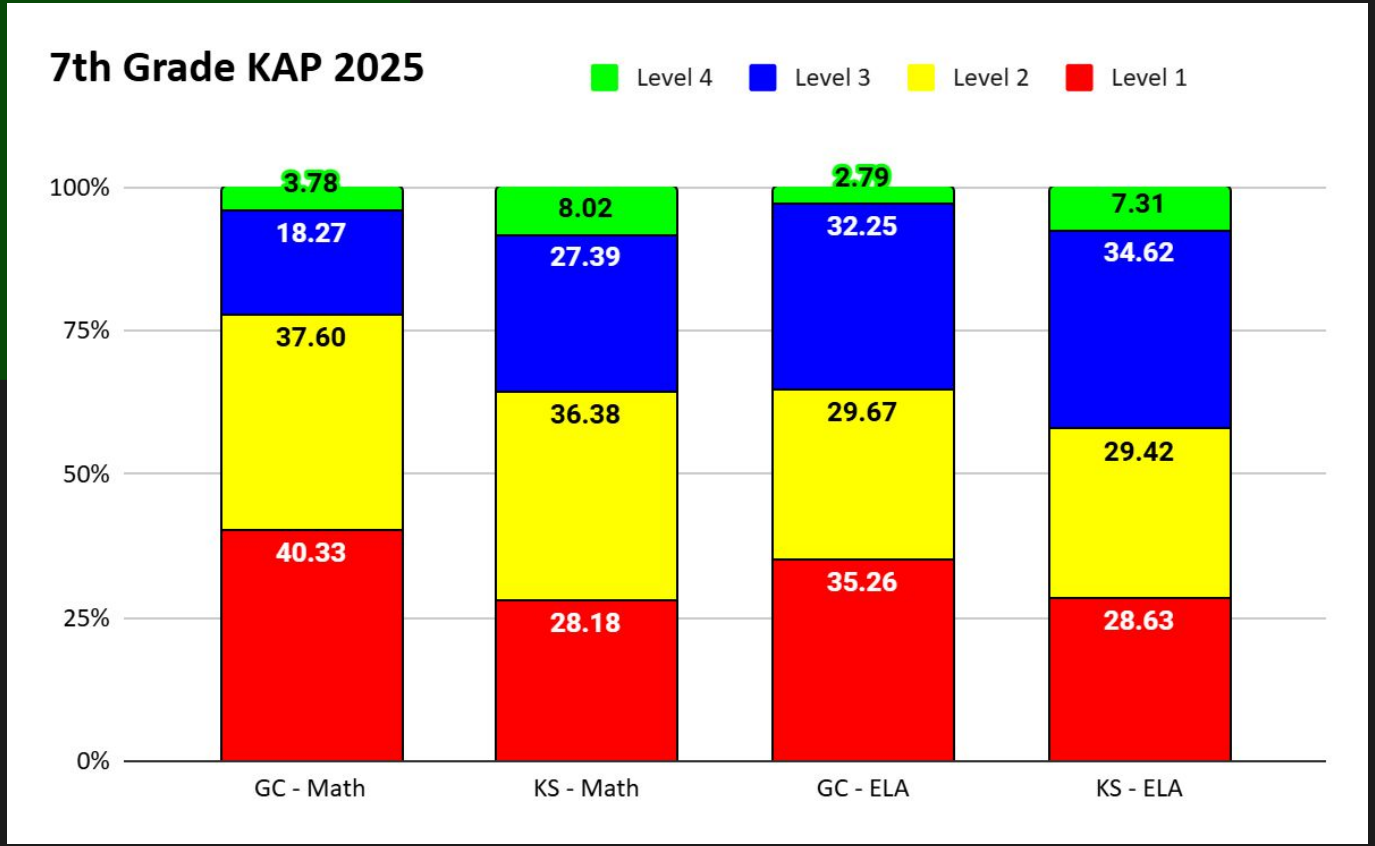
# Grade 5


5th Grade KAP 2025
Level 4
Level 3
Level 2
Level 1
100%
75%
50%
25%
0%
4.39
20.65
30.54
44.39
9.61
32.23
30.49
27.65
4.30
27.66
27.21
40.81
10.05
39.13
23.40
27.40
4.37
29.54
34.35
31.72
11.74
33.34
31.06
23.85
GC - Math
KS - Math
GC - ELA
KS - ELA
GC - Science
KS - Science

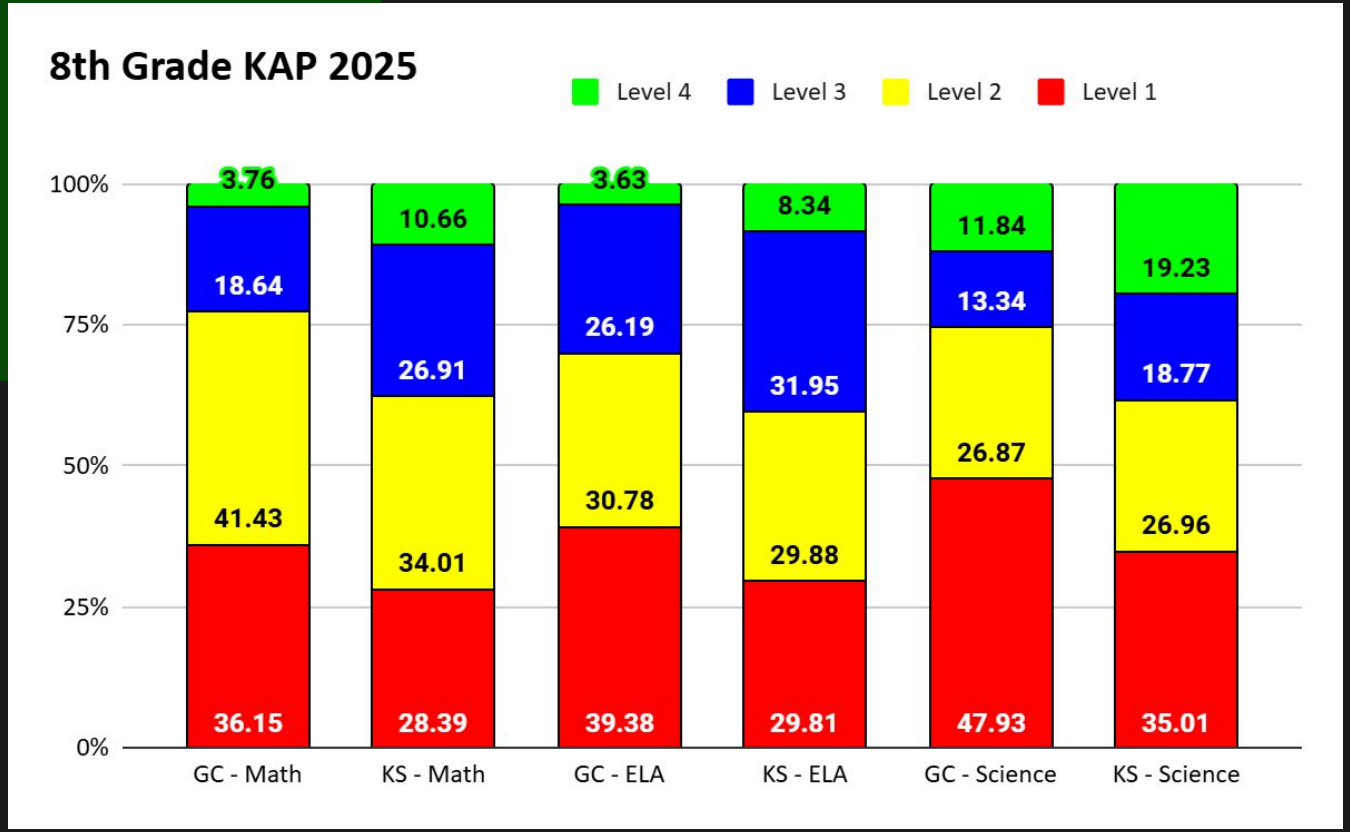
# Grade 6


6th Grade KAP 2025
Level 4
Level 3
Level 2
Level 1
100%
75%
50%
25%
0%
4.84
20.04
38.54
36.56
9.41
29.89
33.68
27.00
3.58
23.54
32.73
40.13
9.02
32.53
30.12
28.32
GC - Math
KS - Math
GC - ELA
KS - ELA

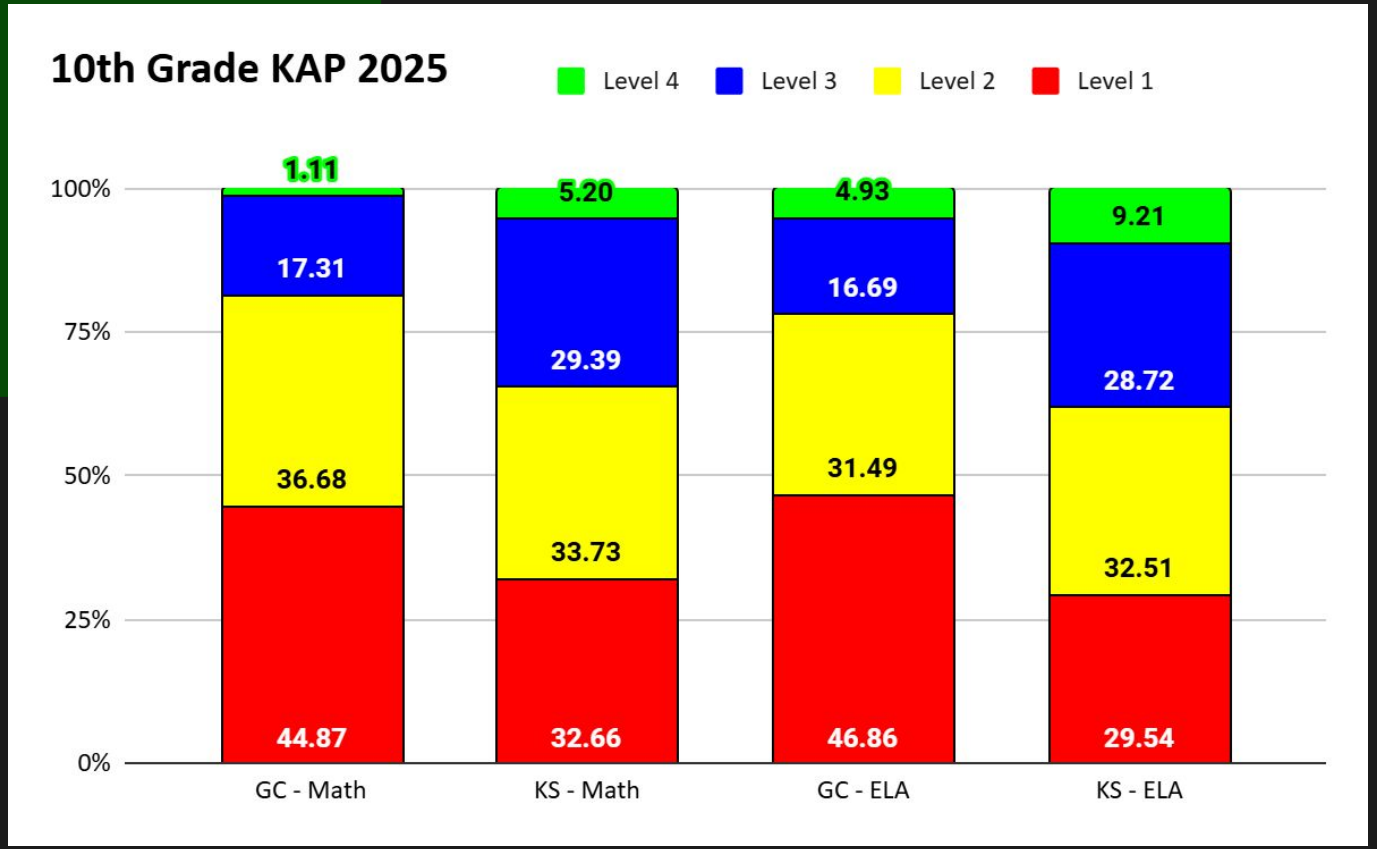
# Grade 7


7th Grade KAP 2025
Level 4
Level 3
Level 2
Level 1
100%
75%
50%
25%
0%
3.78
18.27
37.60
40.33
8.02
27.39
36.38
28.18
2.79
32.25
29.67
35.26
7.31
34.62
29.42
28.63
GC - Math
KS - Math
GC - ELA
KS - ELA

# Grade 8


8th Grade KAP 2025
Level 4
Level 3
Level 2
Level 1
100%
75%
50%
25%
0%
3.76
18.64
41.43
36.15
10.66
26.91
34.01
28.39
3.63
26.19
30.78
39.38
8.34
31.95
29.88
29.81
11.84
13.34
26.87
47.93
19.23
18.77
26.96
35.01
GC - Math
KS - Math
GC - ELA
KS - ELA
GC - Science
KS - Science

# Grade 10


10th Grade KAP 2025
Level 4
Level 3
Level 2
Level 1
100%
75%
50%
25%
0%
1.11
17.31
36.68
44.87
5.20
29.39
33.73
32.66
4.93
16.69
31.49
46.86
9.21
28.72
32.51
29.54
GC - Math
KS - Math
GC - ELA
KS - ELA

# Questions



**MEMORANDUM**

**TO:** Board of Education
**THRU:** Josh Guymon, Superintendent
**FROM:** Heather Stegman, Director of Curriculum and Instruction
**DATE:** 10/13/2025
**RE:** 2025 ELA Adoption

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## ISSUE:

Elementary Curriculum Director Stegman will provide a presentation updating the 2025-2026 ELA Curriculum Adoption.

## BACKGROUND:

Garden City has a 7-year curriculum adoption cycle. During the 2025-2026 school year, we will review and recommend new ELA curriculum tools for grades Pre-K – 12. This is an update of our selection plan and adoption timeline.

## ALTERNATIVES:

This presentation is for informational purposes only. No board action is required.

## RECOMMENDATION:

N/A

## FISCAL NOTE:

N/A

## ATTACHMENTS:

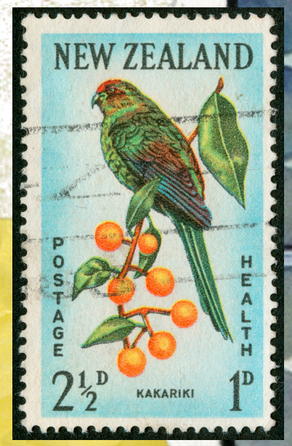
BOE 3/3/2025 ELA Textbook Adoption Update PowerPoint

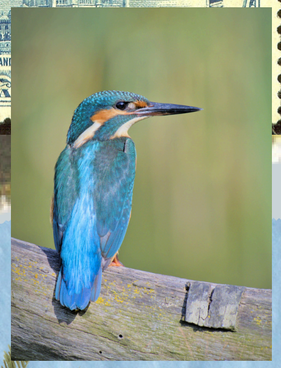
# ELA Textbook Adoption

2025 - 2026

# Curriculum Reviewed

- Amplify/CKLA
- HMH
- Savvas

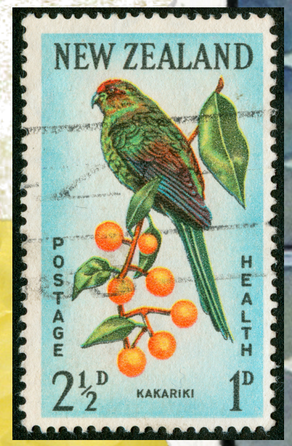







# Textbook Adoption Timeline

# Additional Actions



# Demo Lessons and Q & A Sessions

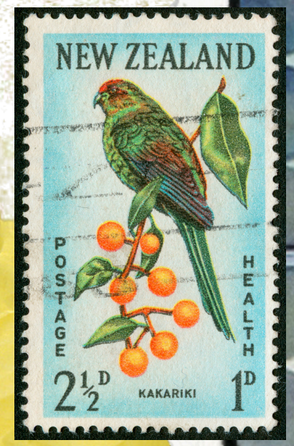
- HMH  Sept 23 and Sept 30
- Savvas Oct 15 - 16
- Amplify/CKLS Nov 3 - 7

# Survey

## Survey of Current Users

# Plan a Lesson

- Evaluation Form



# Questions?

and fell in love with it.

**MEMORANDUM**

| | |
|---|---|
| **TO:** | Board of Education |
| **THRU:** | Josh Guymon, Superintendent |
| **FROM:** | Casey Wise \| Director of Technology |
| **DATE:** | October 13, 2025 |
| **RE:** | Discussion of a Review of Instructional Technology 1:1 Program |

## ISSUE:

The Board of Education has requested that the technology department review the current 1:1 program.

## BACKGROUND:

In 2011, the district approved a 1:1 technology program at Garden City High School. The plan included the adoption of Apple iPads as the device of choice. In 2018, the 1:1 program was extended to all 1-8 graders. The planned 4 year rollout provided access to iPads for all staff and students at those grade levels. In December of 2019, the plan was reviewed for the Board and the decision was made to continue using the iPad for the 1:1 program. During COVID, the plan was extended to cover Kindergarten as well and provided iPads for GEC during remote learning.

## ALTERNATIVES:

Technology would like to discuss with the Board of Education their expectations and desired outcomes from a review of the program. Two areas have been shared with Technology through leadership; device use at the early grade levels, and a review of the iPad as the device of choice for grades 7-12. Further discussion would be appreciated to ensure that all aspects that need to be reviewed get completed.

## RECOMMENDATION:

There is no recommendation at this meeting. Technology will discuss and review a process for evaluation and ask for a timeline from the Board for returning with the results of that review.

## FISCAL NOTE:

Future cost estimates will be provided when the review has been completed and options for devices are discussed.

## ATTACHMENTS:

- 1:1 Instructional Technology Model

# 1:1 Instructional Technology Model

## Hardware Refresh:

The iPads are purchased every year and are on a 4 yr rotation. New iPads are purchased for all 4th, 5th and 9th graders. The rotation follows the below rotation:

- Elementary:
    - New iPads are purchased for 4th grade, each year the iPads are rolled down through the below grades. Currently we have the following models at each level:
        - 4th Grade - 11th Generation
        - 3rd Grade - 10th Generation
        - 2nd Graders - 9th Generation
        - 1st Graders - 8th Generation
        - Kindergarten - 7th Generation
- Intermediate:
    - New iPads are purchased for 5th graders and they keep those iPads through 8th grade.
        - iPads include a keyboard case.
- High School:
    - New iPads are purchased for 9th graders and they keep those iPads through 12th grade.
        - iPads include a keyboard case.
        - At graduation, students are given the option to purchase their iPads. This includes all 12th graders and any early grad 11th graders.
        - iPads are sold at fair market value to students.

At the end of the 4 yr life cycle ipads are sold:

- Graduates can purchase theirs if they choose.
- For the past 3 years, we have offered iPads to staff for sale, at the same price we sell them to students.
- All remaining iPads are sold to third party vendors, based on a bidding process.

## Instructional Model:

With the launch of the 1:1 program, the Technology Department has consistently emphasized that technology, in our case the iPad, is a tool to support engagement and learning, not a replacement for traditional teaching methods. Over the years, staff have had numerous professional development opportunities reinforcing this message: *“The iPad is a tool to help teachers and students improve their learning.”*

To further support this vision, we recently introduced a new coaching model designed to strengthen teacher confidence and effectiveness in using the iPad. This model brings together the Instructional Technology Coordinator & Coach with the Instructional Coordinators & Coaches, ensuring that strong instructional practices remain central while technology enhances engagement and learning opportunities.

**MEMORANDUM**

**TO:** Board of Education
**FROM:** Josh Guymon
**DATE:** 10/13/2025
**RE:** Grade Reconfiguration Review

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## ISSUE:

Grade reconfiguration had been a topic of discussion since 2008. There have been a couple of different committees that have done quite a bit of work researching and making recommendations to the Board of Education. Tonight's presentation will review the work already completed and illustrate what our next step could be moving forward.

## BACKGROUND:

Committees made up of administration, teachers, staff, parents and community members worked to make a recommendations of what grade configuration would best meet the needs of the district and another committee met to make recommendations to the board of education on what that could look like. We will review the work already done and what our next steps are to move the project forward.

## ALTERNATIVES:

No other alternatives applicable

## RECOMMENDATION:

No recommendations at this time

## FISCAL NOTE:

The fiscal impact will come at later meetings when the board has actions to consider.

## ATTACHMENTS:

Slide show

# Grade Reconfiguration Committee work Review



USD 457

October 13, 2025

# Discussions about Grade Reconfiguration:

- Started in the Fall of 2008
- Picked up in 2018
- Followed up in 2021-2022
- Again last year
- 2023-2024

# Committee Work 2018 (BOE Presentation 05/06/2019)

**Certified Staff:**

- Summer Miller, Multi-level program orchestra teacher
- Trevor Henningsen, 5/6 teacher, Plymell
- Brian Dinkel, 8th Teacher, KH
- Amy Ricks, TOSA for CSIC and BSIC
- Kelley Gorman, 5th grade science teacher, CSIC
- Rebecca Burnfin, 6th grade teacher, BSIC
- Matilda Howell, 3rd grade teacher, GM

**Parent/Community Representatives:**

- Jimmy Deal
- Beth Koksal
- Cindy Unger
- Pilar Rodriguez
- Paige Kraus
- Jaclyn Vargas
- Aaron Elam

**Building Principal Representatives:**

- Janet Smith, CSIC Principal (Former GCHS Dean)
- Gina Galpin, BSIC Principal (Formal Instructional Coach at multiple elementary buildings)
- Karen Murrell, Jennie Barker Principal, AE Assistant Principal, (former Assistant Principal at BSIC and HGMS)
- Rafaela Solis, BJ Principal
- Jarrod Stoppel, KH Principal (Former HG Associate Principal and Former GCHS Interim Athletic Director)

**Board Representative:**

- Tim Hannigan

**District Facilitator:**

- Renee Scott, Assistant Superintendent of Student Services

**Administrative Assistant**

- Amanda Harms, Deputy Board Clerk

# Purpose:

Board Goal 2.5

Evaluate elementary, intermediate, and middle school configurations to determine if reorganization would led to increased student achievement and efficiency and determine the most appropriate number of schools at each level.

# Committee Recommendation:

- Beginning November 15, 2018, Committee met two times per month through the month of April
- Narrowed the study to three configurations:
  - Current configuration
  - K-5; 6-8 configuration
  - K-6; 7-8 configuration

1. The Committee recommended grade reconfiguration to the Board of Education
2. Based on the committee's findings, K-5, 6-8 was the recommended option for all students at USD 457

# 2021-2022 Committee Work

# Committee Members

- Ashley  Boyts-Oyler
- Ann Caballero
- Brian Dinkle
- James Dummermuth
- John Geist
- Tim Hanigan
- Trevor Henningson
- Heath Hogan
- Matilda Howell
- KJ Knoll
- Cynthia Marsh
- April Miller
- Summer Miller
- Karen Murrell
- Kimberly Nelson Stuart Nelson
- Nick Nemechek
- Alicia Ramirez
- Amy Ricks
- Brad Springston
- Charlie Stillian
- Cindy Unger

# Purpose:

(BOE Presentation 05/10/2021)

- Develop building alignment options for USD 457 to move to the recommended grade configuration of PK, K-5, 6-8, and 9-12
  - Pros & cons of proposed options
  - Estimated cost of each option
- Review safety & security of current facilities and recommend possible modifications or additions

# PROPOSED OPTIONS

- 3 Middle Schools
  - Charles Stones repurposed as the 3rd middle school
  - Bernadine Sitts becomes a K-5 elementary school

- 2 Middle Schools
  - HG & KH remain the 2 middle schools for the district
  - Intermediate Centers become elementary buildings which could create excess capacity in some buildings that could be utilized for other purposes

- Optional à la carte projects for storm shelters and secure entrances

# Board Presentation

(BOE Presentation 03/07/2022)

**Board Goal:**

2.5 Evaluate elementary, intermediate, and middle school configurations to determine if reorganization would lead to increased student achievement and efficiency and determine the most appropriate number of schools at each level.

# HISTORY

- 2 Committees
- First committee chaired by Renee Scott, started in 2018
- Second committee co-chaired by KJ Knoll and Heath Hogan started in 2019
- Each committee met for approximately one year with a presentation to the board at the end.
- Committees were large (20+) that included a mix between community members, parents, staff members and board members.
- Committee members were given the opportunity to participate in both committees.

# COMMITTEE ONE

- Tasked with providing the board with the best configuration for a K-8 model.
- In-depth research
  - Current configuration
  - K-5, 6-8
  - K-6, 7-8
  - Curriculum instruction
  - Discipline
  - Community Input
  - Staff input
  - Student input
  - Graduation rate
  - Social Emotional/Transitions
  - State assessment data

# RECOMMENDATION

- The recommendation to the board was to consider a configuration of PK,K-5, 6-8, 9-12

# 2ND COMMITTEE

- Develop building alignment options for USD 457 to move to the recommended grade configuration of PK, K-5, 6-8, and 9-12
  - Pros & cons of proposed options
  - Estimated cost of each option

- Review safety & security of current facilities and recommend possible modifications or additions

# PROPOSED OPTIONS

3 Middle Schools

- Charles Stones repurposed as the 3rd middle school
- Bernadine Sitts becomes a K-5 elementary school

2 Middle Schools

- HG & KH remain the 2 middle schools for the district
- Intermediate Centers become elementary buildings which could create excess capacity in some buildings that could be utilized for other purposes



Optional à la carte projects for storm shelters and secure entrances

# Next Steps:

- Develop a timeline for completion
- Develop Steering Committees
  - Building Facilities
  - Personnel
  - Instructional Programming
  - Special Programs and Operations

- Each Committee with have:
  - Building and District Administration
  - Classified and Certified Staff
  - Parents
  - Community members
  - BOE

# Building Facilities Committee

Chaired By Brandon Anderson focus on:

- New construction
- Remodeling projects
- Building use and retrofitting
- Updates
- Any other capital projects needed

# Personnel Committee

Chaired by Drew Thon focus on:

- Planning for personnel  needs for each building impacted
- Ensuring licensure needs are met
- Staff enrollment and retention
- Looking at building enrollments to determine appropriate sections for each grade level and content

# Instructional Programming

Chaired by Steve Nordby focus on:

- Curriculum and assessment
- Professional Development
- Equity in program offerings
  - Special Education
  - ESL Services
  - Specials
  - Electives
  - Other Programs

# Special Programs and Operations

Chaired by Jessica Nothern Focus on:

- Transportation
- Nutrition
- Custodial Services

# Questions:

# MEMORANDUM

**To:** The USD457 Board of Education

**Thru:** Josh Guymon, Superintendent

**From:** Dr. Virginia Duncan, Director of Secondary Curriculum & Instruction

**Subject:** New Courses from Curriculum Council

**Date:** 9-17-2025

---

**ISSUE:**

The Board of Education is asked to consider and approve the addition of the following new courses for dual credit:

- **Business Management (0.5 Credit):** The course is designed to provide a basic understanding of administrative problems through the study of the functions of management. Organizing, planning, directing, and controlling the four functions of management are studied in detail. The study of management encompasses a great deal of territory, both conceptually and geographically.

- **Business Ethics (0.5 Credit):** The course is an overview of philosophical ethics with emphasis in business cases. The course will examine ethical theories and their proponents. The course will also apply ethics to business situations and examine how the theories are practiced when confronted with contemporary issues.

- **Personal Finance (0.5 Credit):** This course surveys various topics that are of personal value and key principles to personal financial stress and management. These topics include personal money management, budgeting, the time value of money, the costs, and benefits of consumer credit, evaluating choices for housing needs and other major purchase, the role of insurance in mitigating risk, and investment-retirement planning and tax and estate planning alternatives and strategies, Personal finance is a course designed to provide the background necessary to manage one's own financial affairs and understand the true benefits and costs of financial services and consumer goods.

**BACKGROUND:**

GCHS seeks to add the new courses to allow students more elective choices and more dual credit opportunities. Each course recommended above meets the criteria for credit on the Kansas Board of Regents "buckets" of courses that will follow students in the event of a college transfer.

**ALTERNATIVES:**

1. Approve the courses as presented
2. Do not approve the courses

**RECOMMENDATION:**

It is recommended that the Board of Education approve the courses as presented.

**FISCAL NOTE:**

No additional funding is needed to fund these courses

**ATTACHMENTS:**

Application to Curriculum Council for approval

# Process for New Course Offering - All Schools

*This form is to be completed for a course that has never been approved by the Curriculum Council.*

| | |
|---|---|
| **STEP ONE:** Requesting professional (teacher/counselor) completes the written request. | |
| **STEP TWO:** Requesting professional takes request to Department Chair for consideration/additional information. The Department Chair presents the course to members of the department. | **Recommended / Not Recommended**<br>Amy Anderson 9-10-25<br>*Department Chair / Date*<br><br>*Date of Department Mtg.* |
| **STEP THREE:** Request is sent to the Head Principal for consideration. | **Recommended / Not Recommended**<br>*Head Principal Signature / Date* |
| **STEP FOUR:** Counselors complete Skyward Course Information on the written request form. | **Skyward Course Information Completed**<br>*Department Chair* |
| **STEP FIVE:** Request is brought to the Curriculum Council for a final decision by the Department Chair and/or the requesting professional. Presence is expected at the Curriculum Council meeting to answer any questions.* | **Recommended / Not Recommended****<br>*Curriculum Council Chair Signature / Date* |
| **STEP SIX:** Final determination, before submission to the BOE, is determined by the Assistant/Deputy Superintendent overseeing the Office of Curriculum & Instruction. | **Recommended / Not Recommended**<br>9-26-25<br>*Asst./Deputy Superintendent Signature / Date* |
| **STEP SEVEN:** Request is presented to BOE for approval | **Approved / Not Approved** |
| **STEP EIGHT:** If approved by BOE, Request is sent to technology: A Zendesk is written by Chair of the Curriculum Council & paper copies are delivered by administrative assistant. | *Date Zendesk Submitted*<br><br>*Date Forms Delivered* |
| **STEP NINE:** GCHS Registrar/Counselors are notified of completed changes by Technology. Forms are returned to the Office of Curriculum & Instruction. | **Date Changes Complete**<br>☐ Forms Returned to Office of Curriculum & Instruction |

****Course Not Approved (Notes from Curriculum Council):**

# Request for New Course Offering - All Schools

**BELOW TO BE COMPLETED BY REQUESTING PROFESSIONAL/DEPARTMENT CHAIR**

| | |
|---|---|
| Professional Submitting Request: **Emily Hamlin DeLoach**<br>Department of Submission: **GCHS CTE / Counselors**<br>Date Completed by Professional: **09/09/2025** | Building Submitting Request: **GCHS**<br>Date Submitted to Department Chair: **09/09/2025** |
| Course Name:<br>**GCCC Business Management**<br>*Note: this course is offered for free through the Excel in CTE Initiative* | SKYWARD INFORMATION:<br>Short description of course (15 characters)<br>**GCCC Bus Mgmt**<br>Long description of course (30 characters)<br>**GCCC Business Management** |
| Kansas Course Code (KCCMS):<br>**12052 – Business Management (page 163)**<br>*Requesting Skyward Course Code 9714* | |
| Please attach the following:<br>Standards/Course Objectives **X**<br>Syllabus **X**<br>80% of standards for the course should be addressed in order for approval. Please attach any other pertinent documents you think the Council may wish to evaluate to approve the course. | Does any additional curriculum need to be purchased for additional credit to be offered? **NO**<br>Does this course have the potential or need for a supplemental salary?<br>**NO** |
| List any pre-requisite courses:<br>**NONE** | Indicate the following:<br>**ELECTIVE COURSE** |

**BELOW TO BE COMPLETED BY COUNSELOR**

| | |
|---|---|
| Course Length: **1 SEMESTER**<br>Credit to be Earned: **0.5 CREDIT**<br>Is this a GCCC Dual-Credit Course: **YES**<br>GPA Set: **INDEXED** | Skyward Filter: **GENERAL ELECTIVE** |

| | |
|---|---|
| **BELOW TO BE COMPLETED BY TECHNOLOGY** | |
| KCCMS Mapping Confirmed | |
| Skyward Updates including any Course Code Assigned | |
| Grad Requirements & Filtering Confirmed | |
| GCHS Registrar/Counseling Department Notified of Completion | |
| Forms Returned to Office of Curriculum & Instruction | |

*ALL FORMS MUST BE RETURNED TO THE OFFICE OF CURRICULUM AND INSTRUCTION.*

BSAD 122 Business Management

# EXCEL in CTE Courses

| | | OFFERED | | | MODALITY | | PREREQUISITES | | HS APPROPRIATE | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | FA | SP | SU | Face to Face | Online | Yes | No | Yes | No |
| ANSI-209 | Food Sanitation | x | x | x | | x | | x | | x |
| ANSI-212 | Food Safety | x | x | x | | x | | x | | x |
| ANSI-213 | Animal Welfare and Handling | | x | x | x | x | | x | x | |
| ANSI-216 | Principles of Meat Processing and Fabrication | | x | | x | | | x | | x |
| ANSI-217 | Principles of Artificial Insemination | | x | | x | | | x | | x |
| ANSI-2703 | Food Science Internship | x | x | | x | | | x | | x |
| AUTO-100 | Small Gas Engines | | | | | | | x | x | |
| AUTO-102 | Maintenance & Light Repair | x | x | | | | | x | x | |
| AUTO-151 | Safety and Shop Practices | x | | | | | | | x | |
| AUTO-1073 | Brakes | | x | | | | | x | x | |
| AUTO-107L | Brakes Lab | | x | | | | | x | x | |
| BSAD-101 | Introduction to Business | x | x | x | x | x | | x | x | |
| BSAD-104 | Business Law I | x | x | | x | | | x | | x |
| BSAD-120 | Advertising | | x | | x | | | x | x | |
| BSAD-122 | Management | x | x | x | x | x | | x | x | |
| BSAD-123 | Marketing | x | x | x | x | x | | x | x | |
| BSAD-221 | Human Resource Management | x | | | x | | | x | x | |
| CSCI-102 | Intro to Programming | x | | | x | | | x | x | |
| CSCI-107 | Advanced Programming | | x | | x | | x | | x | |
| CSCI-125 | Comp TIA A+Essentials | x | | | x | | | x | x | |
| CSCI-126 | Comp TIA A+Applications | x | | | x | | | x | x | |
| CSCI-130 | Intro to Cybersecurity | x | | | x | | | x | x | |
| CSCI-150 | Miscrosoft Networking Essentials | | x | | x | | | x | x | |
| CSCI-152 | Computer Networks | x | | | x | | | x | x | |
| CSCI-230 | Security + Network Security | | x | | x | | | x | x | |
| CSCI-262 | Project Management | | x | | x | | | x | | |
| CNTR-100 | Safety and Orientation | x | | | | | | x | | |
| CNTR-110 | Introductory Craft Skills | x | | | | | x | | x | |
| CNTR-120 | Carpentry Basics | x | | | | | x | | x | |

Edit

[Page Nav Placeholder] (browser only)

Fall 24 Management 3 Credit Hours

## Course Information

Course Number-Section: BSAD-122

Final Exam:

Start/End Date:

## Instructor Information and Communication Expectations

### Instructor Information:

Instructor:

Phone:

E-mail:

Office Location:

## Contacting Instructor:

Best Method of Contact:

E-mail Response Time:

## Course Description

Description: The course is designed to provide a basic understanding of administrative problems through the study of the functions of management. Organizing, planning, directing, and controlling the four functions of management are studied in detail. The study of management encompasses a great deal of territory, both conceptually and geographically. Therefore, it is important for those being introduced to the field to have reliable guideposts to help them make sense of it all. Five major themes guide the study of management. These themes include an overriding focus on change, an emphasis on skill development, an emphasis on globalization, an emphasis on diversity and an emphasis on ethics. Students should check with their advisor for transferability.

Prerequisites: None

## Textbook Information

Textbook:

MGMT 11th Edition. Chuck Williams. ISBN: 978-0-357-13772-7

An electronic copy of the textbook is included with the course. Please go to "modules" and select the textbook module and click on the link If this is your first-time taking classes with GCCC then you will have to create an account using your GCCC email (it is important you use your GCCC email otherwise it won't link correctly and will request payment for the textbook.)

## Student Learning Outcomes



Students will be able to . . .

1. Identify the historical perspectives of management theories and their application to contemporary management practices.

2. Apply business ethics and social responsibility concepts and identify their importance in managerial decision making.

3. Describe the skills and competencies of effective managers and leaders.

4. Identify the major functions of management.

5. Identify the effects of internal and external environmental factors influencing an organization.

6. Describe the influence of globalization on organizations.

KRSN Course BUS2020

The learning outcomes and competencies detailed in this course outline or syllabus meet or exceed the learning outcomes and competencies specified by the Kansas Core Outcomes Groups project for this course as approved by the Kansas Board of Regents

## Course Types

**ACCELERATED COURSE:** An accelerated course allows students to complete an academic course in less time than a full semester. This is an intensive course, covering a full semester's work in considerably less time. Therefore, regular, consistent attendance is vital for success, and students are required to do substantially more work outside of class.

**HYBRID COURSE:** A hybrid course is a blend of online or independent work and campus-based instruction. A hybrid course offers the benefit of face-to-face instruction and the flexibility and convenience of online or independent work. Each individual course provides specific classroom dates and times while online or independent instruction uses any combination of various methods: video, audio, document files, discussion boards, and written assignments.

**FACE TO FACE COURSE:** Face-to-face courses are campus-based classes that meet in-person at an established time and place. While instructional technologies (like Canvas) may be used to support the course, instruction takes place fully in-person. Students will still be

expected to use campus technologies like email and Canvas.

**ONLINE COURSE:** An online course uses computer-based technologies (i.e. *Canvas*) to create an online "classroom." Students are instructed in course content through online learning: tutorials, testing exercises, group collaborations, independent assignments, and long-range projects. Each individual course provides a schedule of assignments and deadlines. Students need to have adequate computer skills as they will be communicating with the instructor and classmates online. This course is an online course, and you are responsible for ensuring that you can access all course material on a regular basis either from the GCCC campus or from home. Additionally, certain technical abilities will be required, such as installing necessary plug-ins and uploading files. If you have a problem with a personal computer or interrupted network connection, know that you are still responsible for submitting your work on time. If there is a problem with the Canvas system, notify your instructor and Canvas support (877) 259-3991 (or email online@gcccks.edu ) (mailto:online@gcccks.edu)) .

**BUSTER LIVE DISTANCE**: On-campus students and distance students will attend class together. On-campus students attend class in person while distance students attend remotely, entirely through scheduled, synchronous live Zoom sessions. Distance students are recommended to have their own webcam-enabled laptops for this course.

## Time Commitment

A course is measured in credit hours. Each credit hour requires about 45 hours of work.

## Classroom Decorum

Netiquette is online etiquette. It is important that all participants in online courses be aware of the proper online behavior and respect each other.

Use appropriate language for an educational environment:

- Use complete sentences
- Use proper spelling and grammar
- Avoid slang and uncommon abbreviations

- Do not use obscene or threatening language

Remember that the College values diversity and encourages discourse. Be respectful of differences while engaging in online discussions. .
For more information about Netiquette, see ***The Core Rules for Netiquette* by Victoria Shea.**
**(http://www.albion.com/netiquette/corerules.html)**

# Attendance

## Attendance Guidelines:

1. Attendance at GCCC is highly recommended.
2. The student is responsible for contacting each instructor regarding an absence.
3. GCCC supports the right of instructors to recommend withdrawal prior to the published withdrawal date or to fail any student whose absences are excessive in the instructor's opinion.

## Online Attendance Guidelines:

Online attendance is highly encouraged to be successful in this class. Attendance online is defined as a learner who logs into the classroom and completes at least two activities in the course each week. Students are required to complete an assignment the first week of the class to maintain their enrollment in the course.

## College-sponsored Activity Absence Policy:

1. The student must notify the instructor prior to the absence.
2. The student must obtain assignments prior to the absence.
3. The student and instructor must establish a due date.
4. The student must submit completed assignments by the due date.
5. Coaches or sponsors will provide a list of participants to instructors prior to the activity.

If these criteria are met, coursework will be accepted.

# Assessment

## Tests

Tests/Quizzes:

## Homework

Homework:

## Make-up/Late Work Policies

Make-up/Late Work:

## Extra Credit Policy

Extra Credit:

## Attendance

Attendance:

## Final Exam

Final:

## Grading Scale

After your numerical grade has been calculated, your letter grade will be determined as follows:

90 - 100% = A

80 - 89% = B

70 - 79% = C

60 - 69% = D

below 60% = F

## Computation of Grades

Homework = %

Attendance/Participation = %

Tests = %

Final Exam = %

## 🏛 College Policies

*(updated 01/11/24)*

### GCCC's General Education Outcomes

Students will develop the Essential or Employability Skills based on their credential. Essential skills include written communication, oral communication, and critical thinking as well as awareness of cultural diversity and social responsibility. Employability skills include communication, problem-solving, and work ethic. These outcomes align with the college's commitment to engaging students in the collection, analysis, and communication of information.

### Cell Phone Policy

Use of cellular phones or any other electronic communication devices for any purpose during a class or exam session is prohibited by Garden City Community College, unless expressly permitted by the instructor.

## ADA/Equal Access

In compliance with the Americans with Disabilities Act (ADA), all qualified students enrolled in this course are entitled to "reasonable accommodations." Students who wish to receive accommodations must work with the Accommodations Coordinator and notify the instructor during the first week of class of any accommodations needed for the course. Garden City Community College is complying with the Americans with Disabilities Act, and is committed to equal and reasonable access to facilities and programs for all employees, students and visitors. Those with ADA concerns, or who need special accommodations, should contact the Accommodations Coordinator, Garden City Community College, 801 Campus Drive, Garden City, KS 67846, 620-276-9638 and/or at the email address **accommodations@gcccks.edu** (mailto:accommodations@gcccks.edu) .

## Equal Opportunity

Garden City Community College does not discriminate against applicants, employees or students on the basis of race, religion, color, national origin, sex, age, height, weight, marital status, sexual orientation, or other non-merit reasons, or handicap nor will sexual harassment be tolerated, in its employment practices and/or educational programs or activities. Those concerned about the above should contact the Human Resources office at Garden City Community College, 801 Campus Drive, Garden City, KS 67846 620-276-9574.

## Copyright Disclaimer

Content provided in this course may be copyrighted and protected under U.S. Copyright laws. Access to materials provided as part of this course is for educational purposes only and limited to the duration of your enrollment in this course. You may not copy, download, upload, or otherwise redistribute and of the films, images, music, articles, or other content provided as part of this course. Any such reproduction or distribution is illegal and punishable under U.S. Copyright law (U.S.C. 17).

***For all other concerns, please refer to the Garden City Community College Catalog, College Policy Manual and Student Handbook.***

*The instructor reserves the right to modify the syllabus.*

# Class Schedule

Class Schedule.

## Course Summary:

| Date | Details | Due |
| --- | --- | --- |
| | Canvas Resources and Policies Pre-Course Quiz (https://gardencitycc.instructure.com/courses/17099/assignments/517058) | |

# Process for New Course Offering - All Schools

*This form is to be completed for a course that has never been approved by the Curriculum Council.*

| | |
|---|---|
| **STEP ONE:** Requesting professional (teacher/counselor) completes the written request. | |
| **STEP TWO:** Requesting professional takes request to Department Chair for consideration/additional information. The Department Chair presents the course to members of the department. | **Recommended / Not Recommended**<br>Amy Anderson 9-10-25<br>*Department Chair / Date*<br><br>*Date of Department Mtg.* |
| **STEP THREE:** Request is sent to the Head Principal for consideration. | **Recommended / Not Recommended**<br>*Head Principal Signature / Date* |
| **STEP FOUR:** Counselors complete Skyward Course Information on the written request form. | **Skyward Course Information Completed**<br>*Department Chair* |
| **STEP FIVE:** Request is brought to the Curriculum Council for a final decision by the Department Chair and/or the requesting professional. Presence is expected at the Curriculum Council meeting to answer any questions.* | **Recommended / Not Recommended****<br>*Curriculum Council Chair Signature / Date* |
| **STEP SIX:** Final determination, before submission to the BOE, is determined by the Assistant/Deputy Superintendent overseeing the Office of Curriculum & Instruction. | **Recommended / Not Recommended**<br>9-16-25<br>*Asst./Deputy Superintendent Signature / Date* |
| **STEP SEVEN:** Request is presented to BOE for approval | **Approved / Not Approved** |
| **STEP EIGHT:** If approved by BOE, Request is sent to technology: A Zendesk is written by Chair of the Curriculum Council & paper copies are delivered by administrative assistant. | *Date Zendesk Submitted*<br><br>*Date Forms Delivered* |
| **STEP NINE:** GCHS Registrar/Counselors are notified of completed changes by Technology. Forms are returned to the Office of Curriculum & Instruction. | **Date Changes Complete**<br>☐ Forms Returned to Office of Curriculum & Instruction |

****Course Not Approved (Notes from Curriculum Council):**

# Request for New Course Offering - All Schools

**BELOW TO BE COMPLETED BY REQUESTING PROFESSIONAL/DEPARTMENT CHAIR**

| | |
|---|---|
| Professional Submitting Request: **Emily Hamlin DeLoach**<br>Department of Submission: **GCHS CTE / Counselors**<br>Date Completed by Professional: **09/09/2025** | Building Submitting Request: **GCHS**<br>Date Submitted to Department Chair: **09/09/2025** |
| Course Name:<br>**GCCC Business Ethics**<br>*Note: this course is an institutionally-designated option at GCCC via the KBOR "Buckets" Framework* | SKYWARD INFORMATION:<br>Short description of course (15 characters)<br>**GCCC Bus Ethics**<br>Long description of course (30 characters)<br>**GCCC Business Ethics** |

Kansas Course Code (KCCMS):

**12099 - Management—Other (page 165)**
*Requesting Skyward Course Code 9716*

| | |
|---|---|
| Please attach the following:<br>Standards/Course Objectives **X**<br>Syllabus **X**<br>80% of standards for the course should be addressed in order for approval. Please attach any other pertinent documents you think the Council may wish to evaluate to approve the course. | Does any additional curriculum need to be purchased for additional credit to be offered? **NO**<br>Does this course have the potential or need for a supplemental salary?<br>**NO** |
| List any pre-requisite courses:<br>**NONE** | Indicate the following:<br>**ELECTIVE COURSE** |

**BELOW TO BE COMPLETED BY COUNSELOR**

Course Length: **1 SEMESTER**

Credit to be Earned: **0.5 CREDIT**

Is this a GCCC Dual-Credit Course: **YES**

GPA Set: **INDEXED**

Skyward Filter: **GENERAL ELECTIVE**

| | |
|---|---|
| **BELOW TO BE COMPLETED BY TECHNOLOGY** | |
| KCCMS Mapping Confirmed | |
| Skyward Updates including any Course Code Assigned | |
| Grad Requirements & Filtering Confirmed | |
| GCHS Registrar/Counseling Department Notified of Completion | |
| Forms Returned to Office of Curriculum & Instruction | |

*ALL FORMS MUST BE RETURNED TO THE OFFICE OF CURRICULUM AND INSTRUCTION.*

GCCC Business Ethics BSAD-220

# State of Kansas - General Education Program

All classes listed below are KBOR approved Systemwide Transfer Courses provided at GCCC.

Rev. 01/30/2024

**English Discipline Area : 6 hours of English Courses**

- ☐ English I (ENGL 101)
- ☐ English II (ENGL 102)

**Communications Discipline Area: 3 hours of Communications Courses**

- ☐ Public Speaking (COMM 101)
- ☐ Interpersonal Communications (COMM 103)

**Mathematics & Statistics Discipline Area: 3 hours of Math or Statistics Courses**

- ☐ College Algebra (MATH 108)
- ☐ Pre-Calculus (MATH 120)
- ☐ Calc & Analytic Geom II (MATH 123)
- ☐ Plane Trigonometry (MATH 109)
- ☐ Fund. of Calc. (MATH 121)
- ☐ Calc & Analytic Geom III(MATH 205)
- ☐ Fund. Statistics (MATH 110)
- ☐ Calc & Analytic Geom I (MATH 122)
- ☐ Differential Equations (MATH 206)

**Natural & Physical Sciences Discipline Area: 4-5 hours from One subject (must include lab)**

- ☐ Enviro Science + Lab (BIOL 104)
- ☐ General Biology + Lab (BIOL 105)
- ☐ Biology I (BIOL 114)
- ☐ Biology II (BIOL 115)
- ☐ Anatomy & Physiology (BIOL 210)
- ☐ Anatomy & Physiology I (BIOL 211)
- ☐ Anatomy & Physiology II (BIOL 212)
- ☐ Microbiology (BIOL 213)
- ☐ General Chemistry + Lab (CHEM 105)
- ☐ Chemistry I + Lab (CHEM 109)
- ☐ Chemistry II + Lab (CHEM 110)
- ☐ General Physical Science (PHSC 105)
- ☐ Descriptive Astronomy + Lab (PHSC 106)
- ☐ Physical Geology + Lab (PHSC 205)
- ☐ General Physics I + Lab (PHYS 205)
- ☐ General Physics II + Lab (PHYS 206)
- ☐ Engineering Physics I + Lab (PHYS 207)
- ☐ Engineering Physics II + Lab (PHYS 208)

**Social & Behavioral Science Discipline Area: 6 hours in at least Two Subject Areas**

*Criminal Justice*
- ☐ Intro to Criminal Justice (CRIM 101)
- ☐ Criminal Law (CRIM 102)

*Economics*
- ☐ Economics: Macro (ECON 111)
- ☐ Economics: Micro (ECON 112)
- ☐ World Geography (GEOG 101)

*Political Science*
- ☐ Intro to Political Science (POLS 104)
- ☐ American Government (POLS 105)

*Psychology/Child Development*
- ☐ General Psychology (PSYC 101)
- ☐ Developmental Psychology (PSYC210)
- ☐ Child Development I (ECHD 101)

*Sociology*
- ☐ Intro to Sociology (SOCI 102)
- ☐ Intro to Cultural Anthropology (SOCI 105)
- ☐ Sociology of the Families (SOCI 113)
- ☐ Social Problems (SOCI 204)
- ☐ Intro to Social Work (SOCI 210)
- ☐ Diversity in Society (SOCI 220)

**Arts & Humanities Discipline Area: 6 hours in at Least Two Courses from Two Subject Areas**

**(The application of performance courses in this subject area is at the discretion of the institution.**

*Art*
- ☐ Art Appreciation (ARTS 120)
- ☐ Art History I (ARTS 121)
- ☐ Art History II (ARTS 122)

*History*
- ☐ Survey of Civilization I (HIST 101)
- ☐ Survey of Civilization II (HIST 102)
- ☐ American History to 1877 (HIST 103)
- ☐ American History since 1877 (HIST 104)

*Literature*
- ☐ Intro to Literature (ENGL 210)
- ☐ American Literature I (ENGL 214)
- ☐ American Literature II (ENGL 215)
- ☐ Understanding Old Testament (ENGL 230)
- ☐ Understanding New Testament (ENGL 231)
- ☐ Creative Writing (ENGL 240)

*Modern & Classical Languages*
- ☐ Elementary Spanish I (LANG 1322)
- ☐ Elementary Spanish II (LANG 1331)

*Music*
- ☐ Music History & Appreciation (MUSC 108)

*Theater*
- ☐ Intro to Theater (DRAM 150)

*Philosophy*
- ☐ Intro to Philosophy (PHIL 101)
- ☐ Elementary Ethics (PHIL 102)
- ☐ Argument & Critical Thinking (PHIL 103)

*Communications*
- ☐ Intro to Mass Comm. (COMM 120)

**Institutionally Designated Hours: 6 hours**

- ☐ Interpersonal Comm. (COMM103)
- ☐ Intro to Mass Comm. (COMM 120)
- ☐ Comm & the Info Society (COMM 203)
- ☐ Intercultural Comm (COMM 201)
- ☐ Topics In Literature (ENGL 200)
- ☐ Intro to Literature (ENGL 210)
- ☐ World Literature (ENGL 211)
- ☐ Understanding Old Testament (ENGL 230)
- ☐ Understanding New Testament (ENGL 231)
- ☐ Creative Writing (ENGL 240)
- ☐ Environmental Science (BIOL 104)
- ☐ Health Education (HPER 106)
- ☐ Substance Abuse (HPER 107)
- ☐ First Aid (HPER 109)
- ☐ Basic Nutrition (HPER 115)
- ☐ Lifetime Fitness (HPER 121)
- ☐ Argument & Critical Thinking (PHIL 103)
- ☐ Intro to Meteorology (PHSC 110)
- ☐ Art Appreciation (ARTS 120)
- ☐ Art History I (ARTS 121)
- ☐ Art History II (ARTS 122)
- ☐ Human Relations (PSYC 102)
- ☐ Psychology of Adjustment (PSYC 103)
- ☐ Social Psychology (PSYC 104)
- ☐ Organizational Leadership (PSYC 106)
- ☐ Social Problems (SOCI 204)
- ☐ Intro to Sociology (SOCI 102)
- ☐ Intro to Cultural Anthropology (SOCI 105)
- ☐ Diversity in Society (SOCI 220)
- ☐ Computer Ethics (CSCI 190)
- ☐ Personal Finance (BSAD 130)
- ☐ Business Ethics (BSAD 220)

GARDEN CITY COMMUNITY COLLEGE

**Business Ethics** 3 credit hours

**COURSE INFORMATION**

**Course Number-Section:** BSAD-220
**Final Exam:**
**Start/End Date:**

**INSTRUCTOR INFORMATION**

**Instructor:**
**Phone:**
**Email:**
**Office Location:** Click here to enter text.

**CONTACTING INSTRUCTOR**

**EMAIL RESPONSE TIME**

**COURSE DESCRIPTION**

**DESCRIPTION:** This course is an overview of philosophical ethics with emphasis in business cases. The course will examine ethical theories and their proponents. The course will also apply ethics to business situations and examine how the theories are practiced when confronted with contemporary issues.

**PREREQUISITES:** none

**GCCC'S GENERAL EDUCATION OUTCOMES**

Students will develop the Essential or Employability Skills based on their credential. Essential skills include written communication, oral communication, and critical thinking as well as awareness of cultural diversity and social responsibility. Employability skills include communication, problem solving, and work ethic. These outcomes align with the college's commitment to engaging students in the collection, analysis, and communication of information.

**TEXTBOOK INFORMATION**

Business Ethics: Ethical Decision Making & Cases, 12th Edition C. Ferrell; John Fraedrich; Linda Ferrell ISBN-10: 1-337-61443-2 ISBN-13: 978-1-337-61443-6 An electronic copy of this textbook is included with the course. Please go to "modules" and select the textbook module and click on the link If this is your first-time taking classes with GCCC then you will have to create an account using your GCCC email (it is important you use your GCCC email otherwise it won't link correctly and will request payment for the textbook.)

**STUDENT LEARNER OUTCOMES**

Students will be able to

**Business Ethics**

1. Recognize the significance of moral philosophy in a broader context
   Students will show familiarity with the philosophical development of various normative ethical theories
   b. Students will recognize key characteristics of philosophical inquiry such as its emphasis on careful reasoning and analysis and how it differs from other kinds of inquiry c. Students will apply ethical theories to moral problems
2. Identify and explain basic ethical theories, terminology and concepts
   Students will demonstrate an understanding of major normative ethical theories, schools of thought, or problems within ethics as chosen by the instructor. Examples might include deontology, utilitarianism, virtue ethics or moral objectivity.
   b. Students will explain key ethical terms as understood within ethical theories (examples might include good, rights, duty or happiness) or as applied to moral problems such as the permissibility of abortion, capital punishment, our duties to animals, etc.
3. Identify and develop, in writing, philosophical analyses and arguments based on philosophical reasoning and provide cogent reasons in support of competing philosophical claims
4. Evaluate, in writing, philosophical arguments and texts focusing on moral theories and problems, and state alternative points of view by providing their own positions supported by cogent arguments

This course meets the outcomes for KSRN PHL1020 Ethics but is NOT listed on the statewide transfer, please check with the respective university on transferability.

**COURSE TYPE**

ACCELERATED COURSE: An accelerated course allows students to complete an academic course in less time than a full semester. This is an intensive course, covering a full semester's work in considerably less time. Therefore, regular, consistent attendance is vital for success, and students are required to do substantially more work outside of class.

HYBRID COURSE: A hybrid course is a blend of online or independent work and campus-based instruction. A hybrid course offers the benefit of face-to-face instruction and the flexibility and convenience of online or independent work. Each individual course provides specific classroom dates and times while online or independent instruction uses any combination of various methods: video, audio, document files, discussion boards, and written assignments.

FACE TO FACE COURSE: Face-to-face courses are campus-based classes that meet in-person at an established time and place. While instructional technologies (like Canvas) may be used to support he course, instruction takes place fully in-person. Students will still be expected to use campus technologies like email and Canvas.

**Business Ethics**

ONLINE COURSE: An online course uses computer-based technologies (i.e. Canvas) to create an online "classroom." Students are instructed in course content through online learning: tutorials, testing exercises, group collaborations, independent assignments, and long-range projects. Each individual course provides a schedule of assignments and deadlines. Students need to have adequate computer skills as they will be communicating with the instructor and classmates online. This course is an online course, and you are responsible for ensuring that you can access all course material on a regular basis either from the GCCC campus or from home. Additionally, certain technical abilities will be required, such as installing necessary plug-ins and uploading files. If you have a problem with a personal computer or interrupted network connection, know that you are still responsible for submitting your work on time. If there is a problem with the Canvas system, notify your instructor and Canvas support (877) 259-3991 (or email online@gcccks.edu).

BUSTER LIVE DISTANCE: On-campus students and distance students will attend class together. On-campus students attend class in person while distance students attend remotely, entirely through scheduled, synchronous live Zoom sessions. Distance students are recommended to have their own webcam-enabled laptops for this course.

**TIME COMMITMENT**

A course is measured in credit hours. Each credit hour requires about 45 hours of work.

**CLASSROOM DECORUM**

Netiquette is online etiquette. It is important that all participants in online courses be aware of the proper online behavior and respect each other.
Use appropriate language for an educational environment:

- Use complete sentences
- Use proper spelling and grammar
- Avoid slang and uncommon abbreviations
- Do not use obscene or threatening language

Remember that the College values diversity and encourages discourse. Be respectful of differences while engaging in online discussions. For more information about Netiquette, see *The Core Rules for Netiquette* (http://www.albion.com/netiquette/corerules.html (Links to an external site.)Links to an external site.) by Virginia Shea.

**CELL PHONE POLICY**

Use of cellular phones or any other electronic communication devices for any purpose during a class or exam session is prohibited by Garden City Community College, unless expressly permitted by the instructor.

**ATTENDANCE**

**Business Ethics**

GUIDELINES:

1. Attendance at GCCC is highly recommended.
2. The student is responsible for contacting each instructor regarding an absence.
3. GCCC supports the right of instructors to recommend withdrawal prior to the published withdrawal date or to fail any student whose absences are excessive in the instructor's opinion.

GUIDELINES:

Online attendance is highly encouraged to be successful in this class. Attendance online is defined as a learner who logs into the classroom and completes at least two activities in the course each week. Students are required to complete an assignment the first week of the class to maintain their enrollment in the course.

COLLEGE-SPONSORED ACTIVITY ABSENCE POLICY:

1. The student must notify the instructor prior to the absence.
2. The student must obtain assignments prior to the absence.
3. The student and instructor must establish a due date.
4. The student must submit completed assignments by the due date.
5. Coaches or sponsors will provide a list of participants to instructors prior to the activity.
6. If these criteria are met, coursework will be accepted.
7. Dual credit students will follow the same criteria.

**ASSESSMENT**

**TESTS**

**HOMEWORK**

**MAKE-UP/LATE WORK POLICIES**

**EXTRA CREDIT POLICY**

**ATTENDANCE**

**FINAL EXAM**

**GRADING SCALE**

After your numerical grade has been calculated, your letter grade will be determined as follows:

90 - 100% = A

80 - 89% = B
70 - 79% = C
60 - 69% = D
below 60% = F

**COMPUTATION OF GRADES**

Attendance/participation cannot be worth more than 15%.
Homework = %
Attendance/participation = %
Tests = %
Final Exam = %

**ADA/EQUAL ACCESS**

In compliance with the Americans with Disabilities Act (ADA), all qualified students enrolled in this course are entitled to "reasonable accommodations." Students who wish to receive accommodations must work with the Accommodations Coordinator and notify the instructor during the first week of class of any accommodations needed for the course. Garden City Community College is complying with the Americans with Disabilities Act, and is committed to equal and reasonable access to facilities and programs for all employees, students and visitors. Those with ADA concerns, or who need special accommodations, should contact the Accommodations Coordinator, Garden City Community College, 801 Campus Drive, Garden City, KS 67846, 620-276-9638 and/or at the email address accommodations@gcccks.edu.

**EQUAL OPPORTUNITY**

Garden City Community College does not discriminate against applicants, employees or students on the basis of race, religion, color, national origin, sex, age, height, weight, marital status, sexual orientation, or other non-merit reasons, or handicap nor will sexual harassment be tolerated, in its employment practices and/or educational programs or activities. Those concerned about the above should contact the Human Resources office at Garden City Community College, 801 Campus Drive, Garden City, KS 67846 620-276-9574.

**COPYRIGHT DISCLAIMER**

Content provided in this course may be copyrighted and protected under U.S. Copyright laws. Access to materials provided as part of this course is for educational purposes only and limited to the duration of your enrollment in this course. You may not copy, download, upload, or otherwise redistribute and of the films, images, music, articles, or other content provided as part of this course. Any such reproduction or distribution is illegal and punishable under U.S. Copyright law (U.S.C. 17).

***For all other concerns, please refer to the Garden City Community College Catalog, College Policy Manual and Student Handbook.***

*Instructor reserves the right to modify the syllabus.*

GARDEN CITY COMMUNITY COLLEGE

**Business Ethics**

**TENTATIVE CLASS SCHEDULE**

# Process for New Course Offering - All Schools

*This form is to be completed for a course that has never been approved by the Curriculum Council.*

| | |
|---|---|
| **STEP ONE:** Requesting professional (teacher/counselor) completes the written request. | |
| **STEP TWO:** Requesting professional takes request to Department Chair for consideration/additional information. The Department Chair presents the course to members of the department. | **Recommended / Not Recommended**<br>Anderson 9-10-25<br>*Department Chair / Date*<br>*Date of Department Mtg.* |
| **STEP THREE:** Request is sent to the Head Principal for consideration. | **Recommended / Not Recommended**<br>*Head Principal Signature / Date* |
| **STEP FOUR:** Counselors complete Skyward Course Information on the written request form. | **Skyward Course Information Completed**<br>*Department Chair* |
| **STEP FIVE:** Request is brought to the Curriculum Council for a final decision by the Department Chair and/or the requesting professional. Presence is expected at the Curriculum Council meeting to answer any questions.* | **Recommended / Not Recommended****<br>*Curriculum Council Chair Signature / Date* |
| **STEP SIX:** Final determination, before submission to the BOE, is determined by the Assistant/Deputy Superintendent overseeing the Office of Curriculum & Instruction. | **Recommended / Not Recommended**<br>9-16-25<br>*Asst./Deputy Superintendent Signature / Date* |
| **STEP SEVEN:** Request is presented to BOE for approval | **Approved / Not Approved** |
| **STEP EIGHT:** If approved by BOE, Request is sent to technology: A Zendesk is written by Chair of the Curriculum Council & paper copies are delivered by administrative assistant. | *Date Zendesk Submitted*<br>*Date Forms Delivered* |
| **STEP NINE:** GCHS Registrar/Counselors are notified of completed changes by Technology. Forms are returned to the Office of Curriculum & Instruction. | **Date Changes Complete**<br>☐ Forms Returned to Office of Curriculum & Instruction |

****Course Not Approved (Notes from Curriculum Council):**

# Request for New Course Offering - All Schools

**BELOW TO BE COMPLETED BY REQUESTING PROFESSIONAL/DEPARTMENT CHAIR**

| | |
|---|---|
| Professional Submitting Request: **Emily Hamlin DeLoach**<br>Department of Submission: **GCHS CTE / Counselors**<br>Date Completed by Professional: **09/09/2025** | Building Submitting Request: **GCHS**<br>Date Submitted to Department Chair: **09/09/2025** |
| Course Name:<br>**GCCC Personal Finance**<br>*Note: this course is an institutionally-designated option at GCCC via the KBOR "Buckets" Framework* | SKYWARD INFORMATION:<br>Short description of course (15 characters)<br>**GCCC Pers Finan**<br>Long description of course (30 characters)<br>**GCCC Personal Finance** |
| Kansas Course Code (KCCMS):<br>**12149 - Finance—Other (page 167)**<br>*Requesting Skyward Course Code 9715* | |
| Please attach the following:<br>Standards/Course Objectives **X**<br>Syllabus **X**<br>80% of standards for the course should be addressed in order for approval. Please attach any other pertinent documents you think the Council may wish to evaluate to approve the course. | Does any additional curriculum need to be purchased for additional credit to be offered? **NO**<br>Does this course have the potential or need for a supplemental salary?<br>**NO** |
| List any pre-requisite courses:<br>**NONE** | Indicate the following:<br>**FINANCIAL LITERACY**<br>**ELECTIVE COURSE (GENERAL)** |

**BELOW TO BE COMPLETED BY COUNSELOR**

Course Length: **1 SEMESTER**

Credit to be Earned: **0.5 CREDIT**

Is this a GCCC Dual-Credit Course: **YES**

GPA Set: **INDEXED**
Skyward Filter: **FINANCIAL LITERACY**
**GENERAL ELECTIVE**

| | |
|---|---|
| **BELOW TO BE COMPLETED BY TECHNOLOGY** | |
| KCCMS Mapping Confirmed | |
| Skyward Updates including any Course Code Assigned | |
| Grad Requirements & Filtering Confirmed | |
| GCHS Registrar/Counseling Department Notified of Completion | |
| Forms Returned to Office of Curriculum & Instruction | |

*ALL FORMS MUST BE RETURNED TO THE OFFICE OF CURRICULUM AND INSTRUCTION.*

GCCC Personal Finance
BSAD 130

# State of Kansas - General Education Program

All classes listed below are KBOR approved Systemwide Transfer Courses provided at GCCC.

Rev. 01/30/2024

**English Discipline Area : 6 hours of English Courses**

- ☐ English I (ENGL 101)
- ☐ English II (ENGL 102)

**Communications Discipline Area: 3 hours of Communications Courses**

- ☐ Public Speaking (COMM 101)
- ☐ Interpersonal Communications (COMM 103)

**Mathematics & Statistics Discipline Area: 3 hours of Math or Statistics Courses**

- ☐ College Algebra (MATH 108)
- ☐ Pre-Calculus (MATH 120)
- ☐ Calc & Analytic Geom II (MATH 123)
- ☐ Plane Trigonometry (MATH 109)
- ☐ Fund. of Calc. (MATH 121)
- ☐ Calc & Analytic Geom III(MATH 205)
- ☐ Fund. Statistics (MATH 110)
- ☐ Calc & Analytic Geom I (MATH 122)
- ☐ Differential Equations (MATH 206)

**Natural & Physical Sciences Discipline Area: 4-5 hours from One subject (must include lab)**

- ☐ Enviro Science + Lab (BIOL 104)
- ☐ General Biology + Lab (BIOL 105)
- ☐ Biology I (BIOL 114)
- ☐ Biology II (BIOL 115)
- ☐ Anatomy & Physiology (BIOL 210)
- ☐ Anatomy & Physiology I (BIOL 211)
- ☐ Anatomy & Physiology II (BIOL 212)
- ☐ Microbiology (BIOL 213)
- ☐ General Chemistry + Lab (CHEM 105)
- ☐ Chemistry I + Lab (CHEM 109)
- ☐ Chemistry II + Lab (CHEM 110)
- ☐ General Physical Science (PHSC 105)
- ☐ Descriptive Astronomy + Lab (PHSC 106)
- ☐ Physical Geology + Lab (PHSC 205)
- ☐ General Physics I + Lab (PHYS 205)
- ☐ General Physics II + Lab (PHYS 206)
- ☐ Engineering Physics I + Lab (PHYS 207)
- ☐ Engineering Physics II + Lab (PHYS 208)

**Social & Behavioral Science Discipline Area: 6 hours in at least Two Subject Areas**

*Criminal Justice*
- ☐ Intro to Criminal Justice (CRIM 101)
- ☐ Criminal Law (CRIM 102)

*Economics*
- ☐ Economics: Macro (ECON 111)
- ☐ Economics: Micro (ECON 112)
- ☐ World Geography (GEOG 101)

*Political Science*
- ☐ Intro to Political Science (POLS 104)
- ☐ American Government (POLS 105)

*Psychology/Child Development*
- ☐ General Psychology (PSYC 101)
- ☐ Developmental Psychology (PSYC210)
- ☐ Child Development I (ECHD 101)

*Sociology*
- ☐ Intro to Sociology (SOCI 102)
- ☐ Intro to Cultural Anthropology (SOCI 105)
- ☐ Sociology of the Families (SOCI 113)
- ☐ Social Problems (SOCI 204)
- ☐ Intro to Social Work (SOCI 210)
- ☐ Diversity in Society (SOCI 220)

**Arts & Humanities Discipline Area: 6 hours in at Least Two Courses from Two Subject Areas**

**(The application of performance courses in this subject area is at the discretion of the institution.**

*Art*
- ☐ Art Appreciation (ARTS 120)
- ☐ Art History I (ARTS 121)
- ☐ Art History II (ARTS 122)

*History*
- ☐ Survey of Civilization I (HIST 101)
- ☐ Survey of Civilization II (HIST 102)
- ☐ American History to 1877 (HIST 103)
- ☐ American History since 1877 (HIST 104)

*Literature*
- ☐ Intro to Literature (ENGL 210)
- ☐ American Literature I (ENGL 214)
- ☐ American Literature II (ENGL 215)
- ☐ Understanding Old Testament (ENGL 230)
- ☐ Understanding New Testament (ENGL 231)
- ☐ Creative Writing (ENGL 240)

*Modern & Classical Languages*
- ☐ Elementary Spanish I (LANG 1322)
- ☐ Elementary Spanish II (LANG 1331)

*Music*
- ☐ Music History & Appreciation (MUSC 108)

*Theater*
- ☐ Intro to Theater (DRAM 150)

*Philosophy*
- ☐ Intro to Philosophy (PHIL 101)
- ☐ Elementary Ethics (PHIL 102)
- ☐ Argument & Critical Thinking (PHIL 103)

*Communications*
- ☐ Intro to Mass Comm. (COMM 120)

**Institutionally Designated Hours: 6 hours**

- ☐ Interpersonal Comm. (COMM103)
- ☐ Intro to Mass Comm. (COMM 120)
- ☐ Comm & the Info Society (COMM 203)
- ☐ Intercultural Comm (COMM 201)
- ☐ Topics In Literature (ENGL 200)
- ☐ Intro to Literature (ENGL 210)
- ☐ World Literature (ENGL 211)
- ☐ Understanding Old Testament (ENGL 230)
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- ☐ Health Education (HPER 106)
- ☐ Substance Abuse (HPER 107)
- ☐ First Aid (HPER 109)
- ☐ Basic Nutrition (HPER 115)
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- ☐ Art History II (ARTS 122)
- ☐ Human Relations (PSYC 102)
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- ☐ Social Problems (SOCI 204)
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- ☐ Intro to Cultural Anthropology (SOCI 105)
- ☐ Diversity in Society (SOCI 220)
- ☐ Computer Ethics (CSCI 190)
- ☐ Personal Finance (BSAD 130)
- ☐ Business Ethics (BSAD 220)

GARDEN CITY COMMUNITY COLLEGE

**Personal Finance 3cr**

**COURSE INFORMATION**

**Course Number-Section:** BSAD 130
**Final Exam:**
**Start/End Date:**

**INSTRUCTOR INFORMATION**

**Instructor:**
**Phone:**
**Email:**
**Office Location:** Click here to enter text.

**CONTACTING INSTRUCTOR**

**EMAIL RESPONSE TIME**

**COURSE DESCRIPTION**

**DESCRIPTION:** This course surveys various topics that are of personal value and key principles to personal financial stress and management. These topics include personal money management, budgeting, the time value of money, the costs, and benefits of consumer credit, evaluating choices for housing needs and other major purchases, the role of insurance in mitigating risk, and investment-retirement planning and tax and estate planning alternatives and strategies. Personal finance is a course designed to provide the background necessary to manage one's own financial affairs and understand the true benefits and costs of financial services and consumer goods.

**PREREQUISITES:** There are no prerequisites for this class.

**GCCC'S GENERAL EDUCATION OUTCOMES**

Students will develop the Essential or Employability Skills based on their credential. Essential skills include written communication, oral communication, and critical thinking as well as awareness of cultural diversity and social responsibility. Employability skills include communication, problem solving, and work ethic. These outcomes align with the college's commitment to engaging students in the collection, analysis, and communication of information.

**TEXTBOOK INFORMATION**

Your textbook is included and accessible through Canvas.

Personal Finance 1st ed; Thomas E. Garman & Raymond E. Forgue, Cengage, 2021

Access to a computer is required for successful completion of this course.

**STUDENT LEARNER OUTCOMES**

**Personal Finance 3cr**

Students will be able to
https://www.kansasregents.org/resources/PDF/Academic_Affairs/TAAC/2020_KCOG_report_Round3CleanCopy.pdf

1. Explain personal financial planning, financial statements, time value of money, and budgets.
2. Explain the benefits and potential cost of consumer credit.
3. Evaluate housing needs, large purchases, and financing alternatives.
4. Identify fundamental tax strategies.
5. Identify how insurance is used to manage risk.
6. Compare investment and retirement planning alternatives and strategies.
7. Explain the estate planning process.

KRSN Course ___BUS1010 Personal Finance ____
The learning outcomes and competencies detailed in this course outline or syllabus meet or exceed the learning outcomes and competencies specified by the Kansas Core Outcomes Groups project for this course as approved by the Kansas Board of Regents

**COURSE TYPE**

ACCELERATED COURSE: An accelerated course allows students to complete an academic course in less time than a full semester. This is an intensive course, covering a full semester's work in considerably less time. Therefore, regular, consistent attendance is vital for success, and students are required to do substantially more work outside of class.

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**Personal Finance 3cr**

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**TIME COMMITMENT**

A course is measured in credit hours. Each credit hour requires about 45 hours of work.

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- Use complete sentences
- Use proper spelling and grammar
- Avoid slang and uncommon abbreviations
- Do not use obscene or threatening language

Remember that the College values diversity and encourages discourse. Be respectful of differences while engaging in online discussions. For more information about Netiquette, see *The Core Rules for Netiquette* (http://www.albion.com/netiquette/corerules.html (Links to an external site.)Links to an external site.) by Virginia Shea.

AI and Chat GPT
Students are expected to demonstrate academic integrity and ethics in their use of technology. Tools that use artificial intelligence (AI) to generate written, visual, or other communications are becoming more common, for example OpenAI's ChatGPT.
These are the guidelines for this course:

1) Students should not use AI tools on any graded work without instructor permission. Instructor permission for using AI for graded work will be in the assignment description. If there are reasons to use AI outside of previously granted permission, visit with the instructor in advance of the due date.
2) When the instructor encourages use of an AI, students should still cite that information as coming from the AI. There should be a clear mark in any work of what was completed through the use of an AI tool and what was original student work.
3) Using an AI tool that is not intended for the assignment is considered academic dishonesty. The Academic Ethics policy will apply. The instructor may use an AI detector tool to analyze student work.

**CELL PHONE POLICY**

Use of cellular phones or any other electronic communication devices for any purpose during a class or exam session is prohibited by Garden City Community College, unless expressly permitted by the instructor.

**ATTENDANCE**

GUIDELINES:

1. Attendance at GCCC is highly recommended.
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1. The student must notify the instructor prior to the absence.
2. The student must obtain assignments prior to the absence.
3. The student and instructor must establish a due date.
4. The student must submit completed assignments by the due date.
5. Coaches or sponsors will provide a list of participants to instructors prior to the activity.
6. If these criteria are met, coursework will be accepted.
7. Dual credit students will follow the same criteria.

**ASSESSMENT**

**TESTS**

**Personal Finance 3cr**

**HOMEWORK**

**MAKE-UP/LATE WORK POLICIES**

**EXTRA CREDIT POLICY**

**ATTENDANCE**

**FINAL EXAM**

**GRADING SCALE**

After your numerical grade has been calculated, your letter grade will be determined as follows:

90 - 100% = A
80 - 89% = B
70 - 79% = C
60 - 69% = D
below 60% = F

**COMPUTATION OF GRADES**

Identify if you calculate grades based on points or percentages—include percentage breakdown. Attendance/participation cannot be worth more than 15%.

Homework = %
Attendance/participation = %
Tests = %
Final Exam = %

**ADA/EQUAL ACCESS**

In compliance with the Americans with Disabilities Act (ADA), all qualified students enrolled in this course are entitled to "reasonable accommodations." Students who wish to receive accommodations must work with the Accommodations Coordinator and notify the instructor during the first week of class of any accommodations needed for the course. Garden City Community College is complying with the Americans with Disabilities Act, and is committed to equal and reasonable access to facilities and programs for all employees, students and visitors. Those with ADA concerns, or who need special accommodations, should contact the Accommodations Coordinator, Garden City Community College, 801 Campus Drive, Garden City, KS 67846, 620-276-9638 and/or at the email address accommodations@gcccks.edu.

**EQUAL OPPORTUNITY**

**Personal Finance 3cr**

Garden City Community College does not discriminate against applicants, employees or students on the basis of race, religion, color, national origin, sex, age, height, weight, marital status, sexual orientation, or other non-merit reasons, or handicap nor will sexual harassment be tolerated, in its employment practices and/or educational programs or activities. Those concerned about the above should contact the Human Resources office at Garden City Community College, 801 Campus Drive, Garden City, KS 67846 620-276-9574.

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***For all other concerns, please refer to the Garden City Community College Catalog, College Policy Manual and Student Handbook.***

*Instructor reserves the right to modify the syllabus.*

**TENTATIVE CLASS SCHEDULE**

**MEMORANDUM**

**TO:** Board of Education
**THRU:** Josh Guymon, Superintendent
**FROM:** Shane Burns, Director of Transportation
**DATE:** 10/09/2025
**RE:** Purchase of Route Buses

---

## ISSUE:

The Board of Education is asked to approve the bid for 3 Conventional route buses from Kansas Truck Equipment Co. Inc.

## BACKGROUND:

We accepted bids for the purchase of 3 route buses. We received 1 bid for consideration for three (3) 2027 buses. These buses meet all of our bid specs.

## ALTERNATIVES:

No other alternatives applicable.

## RECOMMENDATION:

1. Approve the bid from Kansas Truck Equipment Co. Inc
2. Deny the bid
3. Rebid the purchase

## FISCAL NOTE:

This purchase has been budgeted for this fiscal year.

Total - $414,100.02

## ATTACHMENTS:

Kansas Truck Equipment Bid

# Bid Tabulations
# (3) 53 Passenger Route Buses

Bid Opening: October 9, 2025 Bid 2026-01

| Vendor | Bid | |
|---|---|---|
| Colorado West Equipment Inc. | **No Bid** | |
| Kansas Truck Equipment Inc. | **$138,033.34** | **Per Bus** |
| Ross Transportation | **No Bid** | |

**RECOMMENDATION:** To accept the bid from Kansas Truck Equipment in the amount $138,033.34.

Payment to be made from budgeted funds in account:

016 E 2700 20 0000 055 00 730 Purchase of Buses - Transportation

# Bidders List
# (3) 53 Passenger Vision Bluebird Route Buses

**Colorado West Equipment Inc.**
Jeff Koza
4970 Eagle Blvd.
Longmont, CO 80504
jpkoza@cowest.net

**Kansas Truck Equipment**
Brian Leis
1521 S. Tyler Rd.
Wichita, KS 67209
bleis@kansastruck.net

**Ross Transportation**
Ryan Ross
2500 S. Meridian
Oklahoma City, OK 73108
ryan_ross_1999@yahoo.com

**BID OPENING:** 10/9/2025

# Garden City Public Schools

U.S.D. #457

Business Office

## BID FORM

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

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

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

**Vendor Name:** Kansas Truck Equipment Co. Inc.

**Route Buses** $ 138,033.34 each per bus

**How long to receive these (calendar days):**

180 days +/- ARO

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

Signature: _____ Date: 10/7/25

Printed Name: Brian Leis Title: Sales

Email: bleis@kansastruck.net

Addenda to Bid (Y/N) N

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

Bidders Signature: _____ Addenda # _____ Date 10/7/25

# Garden City Public Schools

U.S.D. #457

Business Office

## BID FORM

☐ BIDDER IS AN INDIVIDUAL-

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

☐ BIDDER IS A PARTNERSHIP-

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

☑ BIDDER IS A CORPORATION-

Full Corporation Name: Kansas Truck Equipment Co. Inc.
State of Incorporation: Kansas
Mailing Address: 1521 S. Tyler Rd. Wichita, Ks. 67209
Business Phone No.: 316-722-4291
Business Fax No.: 316-462-0365
Name & Address of Resident Agent: Brian Leis

**MEMORANDUM**

**TO:** Board of Education
**THRU:** Josh Guymon, Interim Superintendent
**FROM:** Brandon Anderson, Director of Plant Facilities
**DATE:** 9/30/2025
**RE:** **-Presentation of Honeywell Year 1 Measurement & Verification Report on Energy Savings Project from 2023-2024 Lighting Upgrade and Sister Schools VRF Systems.**
**-Consider and Act on Year 2 Measurement and Verification Services Contract in the amount of $25,563.**

---

## ISSUE & BACKGROUND:

As contracted, we have the Measurement and Verification Report for year 1 of the project of which we had already agreed and paid for in advance when the commitment was made. Cost for the year 1 report was $56,527.

We will also discuss and propose a year 2 Maintenance and Verification Report of which the invoice is attached in the amount of $25,563.

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

## ALTERNATIVES:

The Board after hearing the year 1 presentation will be asked to consider if the year 2 report is needed and valuable and if inclined approve the expense or concur with staff's recommendation and save these funds to allocate towards a better control system.

## RECOMMENDATION & FISCAL NOTE:

In a very tight budgetary time, staff's recommendation is to not approve the year 2 M&V Invoice and rather utilize that money towards and upgraded controls system for the project which would be a better use of these funds.

## ATTACHMENTS:

Garden City Schools 4 Blocker of Year 1 Presentation

Copy of Garden City USD 457 Invoice for Year 1 Report (Paid)

Garden City USD 457 Invoice for Year 2 (Action Item)

# Honeywell Annual Savings Report for Garden City USD 457

Sieglinde Kinne, PE, Honeywell International Inc., Advanced Systems Engineer
Mobile: (502) 297-4700, sieglinde.kinne@honeywell.com

## Background

- Garden City USD 457 entered into an Energy Savings Performance Contract (ESPC) with Honeywell on April 26, 2022.
- The ESPC addressed deferred maintenance and operational issues as well as updating systems and equipment.
- Project completion was signed on April 16, 2024. Once the project was complete the Energy Savings Guarantee began on May 1, 2024 and will be in effect for 20 years.
- Project Scope:
  - Lighting upgrades in fourteen (14) buildings
  - Major HVAC and controls upgrades in five (5) buildings

## Project Numbers

USD 457 began seeing Energy Savings during the Installation Period. Year 1 Energy and Operational Savings have now been verified.

**Cumulative Savings**

| Performance Period | Actual Savings $ | Guarantee Savings $ | Excess/ (Shortfall) |
|---|---|---|---|
| Installation | $142,566 | $0 | $142,566 |
| Year 1 | $517,074 | $414,127 | $102,947 |
| Cumulative Savings | **$659,640** | **$414,127** | **$245,513** |

## Year 1 Highlights

- The Year 1 Guarantee Period was May 1, 2024, through April 30, 2025. Report was delivered in July and reviewed with District Leadership on August 4.
- Lighting pre/post measurements exceeded estimates and yielded excess savings. HVAC and controls savings found to be met, following inspection of operating parameters.
- Additional HVAC controls savings (reported above) are indicated based on operating parameters.

## What Is Next?

- Year 2 Guarantee Period: May 1, 2025 through April 30, 2026.
- Year 2 Measurement & Verification (M&V) Services contract has not yet been approved or invoice paid.
  - Invoice was delivered in April along with Year 1 invoice, so 30-day payment term was considered flexible.
  - M&V is necessary for continuation of savings guarantee, support from M&V team, annual savings reports.
- These are the yearly milestones going forward (if accepted) for planning purposes:
  - Invoice (annual in advance): April
  - Guarantee Period: May through April
  - Report Delivery: by end of July

Honeywell

## BUILDING SOLUTIONS

| | |
|---|---|
| BILLING DATE | 04/02/2025 |
| ACCOUNT NUMBER | 2031366 |
| INVOICE NUMBER | 5269594439 |
| DATE DUE | 04/25/2025 |
| AMOUNT DUE | 56,527.00 |

**INVOICE TO:**

GARDEN CITY UNIFIED SCHOOL DISTRICT
457
1205 FLEMING
GARDEN CITY KS 67846-4751

**INVOICE**

**PLEASE REMIT PAYMENT TO:**
**VIA ACH:**
Bank Name/Location: BANK OF AMERICA, DALLAS, TX
Account Name: HONEYWELL BUILDING SOLUTIONS
Account/Routing Number: 3752005240/111000012
ACH Format: Choose CTX
Send Remit Details To:
HoneywellAmericasRemits@honeywell.com

**VIA CHECK:**
HONEYWELL INTERNATIONAL INC
BUILDING SOLUTIONS
12490 COLLECTIONS CENTER DR.
CHICAGO IL 60693

DETACH HERE - RETURN TOP PORTION WITH YOUR PAYMENT - RETAIN THIS COPY FOR YOUR RECORDS

Honeywell

| | |
|---|---|
| BILLING DATE | 04/02/2025 |
| ACCOUNT NUMBER | 2031366 |
| INVOICE NUMBER | 5269594439 |
| DATE DUE | 04/25/2025 |
| AMOUNT DUE | 56,527.00 |

BUILDING SOLUTIONS

INVOICE

CUSTOMER PO NUMBER
SIGNED AGREEMENT

PAYMENT TERMS
PER CONTRACT

| PROJECT | INVOICE | DESCRIPTION | AMOUNT |
|---|---|---|---|
| | | THIS INVOICE COVERS: | |
| 40400773 | 5269594439 | CHARGES FOR ESPC M&V SERVICES FROM 05/01/2024 THROUGH 04/30/2025 | 56,527.00 |

**PROJECT NAME**
GARDEN CITY USD 457 M&V
1205 FLEMING
GARDEN CITY KS 67846-4751

**DIRECT BILLING INQUIRIES AND CORRESPONDENCE TO:**
JEFFERY PORTER
PHONE NO: 866-603-1074

JEFFERY.PORTER@HONEYWELL.COM

PAY THIS AMOUNT IN USD → 56,527.00

FEDERAL ID #: 22-2640650
DUNS #: 13-969-1877

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Remittance Email: HoneywellAmericasRemits@Honeywell.com

Honeywell

## BUILDING SOLUTIONS

| | |
|---|---|
| BILLING DATE | 04/03/2025 |
| ACCOUNT NUMBER | 2031366 |
| INVOICE NUMBER | 5269603546 |
| DATE DUE | 04/25/2025 |
| AMOUNT DUE | 25,563.00 |

**INVOICE TO:**

GARDEN CITY UNIFIED SCHOOL DISTRICT
457
1205 FLEMING
GARDEN CITY KS 67846-4751

**INVOICE**

**PLEASE REMIT PAYMENT TO:**
**VIA ACH:**
Bank Name/Location: BANK OF AMERICA, DALLAS, TX
Account Name: HONEYWELL BUILDING SOLUTIONS
Account/Routing Number: 3752005240/111000012
ACH Format: Choose CTX
Send Remit Details To:
HoneywellAmericasRemits@honeywell.com

**VIA CHECK:**
HONEYWELL INTERNATIONAL INC
BUILDING SOLUTIONS
12490 COLLECTIONS CENTER DR.
CHICAGO IL 60693

DETACH HERE - RETURN TOP PORTION WITH YOUR PAYMENT - RETAIN THIS COPY FOR YOUR RECORDS

Honeywell

| | |
|---|---|
| BILLING DATE | 04/03/2025 |
| ACCOUNT NUMBER | 2031366 |
| INVOICE NUMBER | 5269603546 |
| DATE DUE | 04/25/2025 |
| AMOUNT DUE | 25,563.00 |

BUILDING SOLUTIONS

INVOICE

CUSTOMER PO NUMBER
SIGNED AGREEMENT

PAYMENT TERMS
PER CONTRACT

| PROJECT | INVOICE | DESCRIPTION | AMOUNT |
|---|---|---|---|
| | | THIS INVOICE COVERS: | |
| 40400773 | 5269603546 | CHARGES FOR ESPC M&V SERVICES FROM 05/01/2025 THROUGH 04/30/2026 | 25,563.00 |

**PROJECT NAME**
GARDEN CITY USD 457 M&V
1205 FLEMING
GARDEN CITY KS 67846-4751

**DIRECT BILLING INQUIRIES AND CORRESPONDENCE TO:**
JEFFERY PORTER
PHONE NO: 866-603-1074

JEFFERY.PORTER@HONEYWELL.COM

PAY THIS AMOUNT IN USD → 25,563.00

FEDERAL ID #: 22-2640650
DUNS #: 13-969-1877

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Remittance Email: HoneywellAmericasRemits@Honeywell.com

**MEMORANDUM**

**TO:** Board of Education
**THRU:** Josh Guymon, Interim Superintendent
**FROM:** Brandon Anderson, Director of Plant Facilities
**DATE:** 10/10/2025
**RE:** **Consider and Act on bids received for 2 Cargo Vans for Plant Facilities**

---

## ISSUE & BACKGROUND:

Within our budget we have funds allocated to purchase vehicles to help maintain a functioning and efficient fleet for department use. We needing 2 vans for our maintenance department because when we re-classified positions in April the 2 positions that had been open and unable to fill for a few years of Certified Carpenter and AV Repairman were changed to Maintenance 2 positions.

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

## ALTERNATIVES:

## RECOMMENDATION:

Bids are due on October 9th and at that time bids will be reviewed and a recommendation made at that time. We received 3 bids. One from Karl Chevrolet for $40,397.40 and 2 options from Don Hatten, option 1 was new vans for $39,885.00 for new units and option 2 for $30,956.00 for used vans. The used vans also already have a $1700 upfit partition that we would have to have for the new vans from either place.

Staff's recommendation is to get authorization to purchase the 2 used vans from Dan Hatten Chevrolet in the amount of $30,956 per unit, travel to Wichita to view and test drive the units and if acceptable, expend the funds.

## FISCAL NOTE:

Last year's vans before upfitting cost $87,000 for both units and minimal upgrades were needed as they came with shelving already installed.

This purchase would be around $62,000 before upfitting with shelves and a ladder rack which we would have to do with any of the units bid.

## ATTACHMENTS:

Board Packet
Don Hattan Cheverolet Bid
Karl Cheverolet Bid

# Bid Tabulations
# 3/4 ton Cargo Vans

Bid Opening: 10/9/2025

| Vendor | Bid: Option 1: New | Bid: Option 2: Used | |
|---|---|---|---|
| Brogden Motors | **No Bid** | **No Bid** | |
| Burtis Motors | **No Bid** | **No Bid** | |
| Cooper Auto Group | **No Bid** | **No Bid** | |
| Don Hattan Chevrolet | **$39,885.00** | **$30,956.00** | **Per Van** |
| Hudiburg Ford | **No Bid** | **No Bid** | |
| Karl Chevrolet | **$40,397.40** | **No Bid** | **Per Van** |
| Legacy Auto | **No Bid** | **No Bid** | |
| Lewis Motors | **No Bid** | **No Bid** | |

**RECOMMENDATION:** To accept the bid of Don Hattan Chevrolet in the amount of $30,956.00

Payment to be made from budgeted funds in account: 016 E 2630 19 0000 056 03 730 Vehicles: PF

# Bidders List
# 3/4 ton Cargo Vans

**Lewis Motors**
C/O Fleet Manager
1903 US-50 BUS
Garden City, KS 67846
mike_chrisman@buylewis.com
andrew_gomez@buylewis.com
620.275.7171

**Brogden Motors**
Cole Reed
409 E Fulton St.
Garden City, KS 67846
creed@brogdenauto.com

**Cooper Auto Group**
C/O Fleet Manager
4921 Automall Dr.
Shawnee, OK 74804
405-273-7701
homert@cooperautogroup.com

**Burtis Motors Company**
**Angel Alva**
601 W Kansas Ave
Garden City, KS 67846
620-765-6338

**Legacy Auto**
Caleb Dougherty
1621 E Fulton St.
Garden City, KS 67
caleb@legacyautocenter.net

**Karl Chevrolet**
C/O Jacob Madsen
Fleet & Government Sales
1101 SE Oralabor F

Option A

**USD 457**
**1205 Fleming Street**
**Garden City, KS 67846**

**Specifications and equipment for:** Two (2) New OR Pre-Owned full size, ¾ ton Cargo Vans

- 2 - wheel drive option
- Chevrolet – GMC – Ford - Ram
- If pre-owned, mileage less than 20,000

**Notes:** Any deviations from stated specifications **MUST** be noted for bid to be valid.

**Minimum:** is the least acceptable requirement for that item

**Required:** No deviation is acceptable

Must

**Required Specifications:**

| | |
|---|---|
| • Engine | V 6 |
| • Transmission | 8 Speed Automatic |
| • Towing | 2" Receiver, 7-wire electrical Harness and 7 pin connector |
| • AC/Heating | Front Control |
| • Cruise control | Required |
| • Tilt steering | Required |
| • Seating | Cloth/Vinyl<br>Front – bucket seats, (Optional-power control driver seat) |
| • Floor mats | Standard |
| • Windows | Deep tinted, power |
| • Fuel tank | 16 – 20 gallon or largest capacity available |
| • Radio | AM/FM |
| • Exterior color | White |
| • MPG | City 16+, Hwy 25+ |
| • Spare tire | Full size, mounted under frame with lockable carrier |
| • Safety Features:<br>o Backup Camera | |

- 3 Year 36.000 Bumper to Bumper Warranty
- 5 Year 60,000 Powertrain Warranty

Chevrolet is 5 year 100,000 Powertrain

GARDEN CITY PUBLIC SCHOOLS
USD 457

Jessica Nothern, Chief Financial Officer
1205 Fleming St
Garden City, KS 67846
jnothern@gckschools.com
(620) 805-7007

# BID FORM

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

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

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

**Vendor Name:** Don Hattan Chevrolet

**Cargo Vans** 2026 Chevrolet Express Cargo Van (New)
$ 39,885.00 per van.

**How long to receive these (calendar days):** 90-120 days from order (ETA)

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

Signature: [signature] Date: 10/9/25

Printed Name: Kenny Sweet Title: Fleet

Email: KSweet@donhattan.com

Addenda to Bid (Y/N) N

GARDEN CITY PUBLIC SCHOOLS USD 457

Jessica Nothern, Chief Financial Officer
1205 Fleming St
Garden City, KS 67846
jnothern@gckschools.com
(620) 805-7007

# BID FORM

☐ BIDDER IS AN INDIVIDUAL-

Name of Individual: _____

Name of Business: _____

Mailing Address: _____

Business Phone No.: _____

Business Fax No.: _____

☐ BIDDER IS A PARTNERSHIP-

Name of Partnership: _____

Names of Principal Partners: _____

Mailing Address: _____

Business Phone No.: _____

Business Fax No.: _____

The full names of all partners: _____

☑ BIDDER IS A CORPORATION-

Full Corporation Name: Don Ha Hon

State of Incorporation: KS

Mailing Address: 6000 Ha Hon Drive

Business Phone No.: 316-744-1275

Business Fax No.: N/A

Name & Address of Resident Agent: _____

**Don Hattan, Inc.**
Kenny Sweet | 316-744-1275 | ksweet@donhattan.com

Vehicle: [Fleet] 2025 Chevrolet Express Cargo Van (CG23405) RWD 2500 135" ( ✓ Complete )

## Selected Model and Options

### MODEL

| CODE | MODEL |
|---|---|
| CG23405 | 2025 Chevrolet Express Cargo Van RWD 2500 135" |

### COLORS

| CODE | DESCRIPTION |
|---|---|
| GAZ | Summit White |

### BODY CODE

| CODE | DESCRIPTION |
|---|---|
| ZW9 | Body, standard (STD) |

### EMISSIONS

| CODE | DESCRIPTION |
|---|---|
| FE9 | Emissions, Federal requirements |

### ENGINE

| CODE | DESCRIPTION |
|---|---|
| LV1 | Engine, 4.3L V6 with Direct Injection and Variable Valve Timing, includes aluminum block construction (276 hp [206 kW] @ 5200 rpm, 298 lb-ft of torque [404 Nm] @ 3900 rpm) (STD) (Reference the Engine/Axle page for availability.) |

### TRANSMISSION

| CODE | DESCRIPTION |
|---|---|
| MTH | Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking, Powertrain Grade Braking and Tap-Up/Tap-Down Driver Shift Control (STD) (Requires (LV1) 4.3L gas V6 engine. Reference the Engine/Axle page for availability.) |

### AXLE

| CODE | DESCRIPTION |
|---|---|
| GU6 | Rear axle, 3.42 ratio (Reference the Engine/Axle page for availability.) |

### SIDE DOOR

| CODE | DESCRIPTION |
|---|---|
| E24 | Door, swing-out passenger-side, 60/40 split (STD) |

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Data Version: 26682. Data Updated: Oct 8, 2025 6:51:00 PM PDT.

**Don Hattan, Inc.**
Kenny Sweet | 316-744-1275 | ksweet@donhattan.com

Vehicle: [Fleet] 2025 Chevrolet Express Cargo Van (CG23405) RWD 2500 135" ( Complete )

## PREFERRED EQUIPMENT GROUP

| CODE | DESCRIPTION |
|---|---|
| 1WT | Work Van Preferred Equipment Group includes standard equipment |

## WHEELS

| CODE | DESCRIPTION |
|---|---|
| QB5 | Wheels, 4 - 16" x 6.5" (40.6 cm x 16.5 cm) steel includes Gray center caps and steel spare (STD) |

## SPARE TIRE

| CODE | DESCRIPTION |
|---|---|
| ZLP | Tire, spare LT245/75R16E all-season, blackwall located at rear underbody of vehicle (STD) |

## PAINT SCHEME

| CODE | DESCRIPTION |
|---|---|
| ZY1 | Paint, solid |

## PAINT

| CODE | DESCRIPTION |
|---|---|
| GAZ | Summit White |

## SEAT TYPE

| CODE | DESCRIPTION |
|---|---|
| AR7 | Seats, front bucket with vinyl trim and head restraints, includes inboard armrests (STD) (Requires (**W) interior trim.) |

## SEAT TRIM

| CODE | DESCRIPTION |
|---|---|
| 93W | Medium Pewter, Vinyl Seat Trim |

## SEATING ARRANGEMENT

| CODE | DESCRIPTION |
|---|---|
| ZX2 | Seating arrangement, driver and front passenger high-back buckets, with head restraints and vinyl or cloth trim (STD) (Not available with (AJ3) driver-side only frontal airbag.) |

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Data Version: 26682. Data Updated: Oct 8, 2025 6:51:00 PM PDT.

**Don Hattan, Inc.**
Kenny Sweet | 316-744-1275 | ksweet@donhattan.com

Vehicle: [Fleet] 2025 Chevrolet Express Cargo Van (CG23405) RWD 2500 135" ( Complete )

## RADIO

| CODE | DESCRIPTION |
|---|---|
| U0F | Audio system, AM/FM stereo with MP3 player seek-and-scan, digital clock, TheftLock, random select, auxiliary jack and 2 front door speakers (STD) |

## ADDITIONAL EQUIPMENT - PACKAGE

| CODE | DESCRIPTION |
|---|---|
| ZQ3 | Driver Convenience Package includes Tilt-Wheel and (K34) cruise control (Included with (WP9) Communications Package, (WPD) Safety Package, (ZL3) Enhanced Convenience Package or (PCH) Hotel Shuttle Package.) |

## ADDITIONAL EQUIPMENT - MECHANICAL

| CODE | DESCRIPTION |
|---|---|
| UY7 | Trailering provisions, trailering wire harness only (Included with (Z82) heavy-duty trailering equipment.) |
| Z82 | Trailering equipment, heavy-duty includes trailering hitch platform and dual 4-pin/7-pin sealed connector (Included with (ZL3) Enhanced Convenience Package. Includes (UY7) trailer wiring.) |

## ADDITIONAL EQUIPMENT - INTERIOR

| CODE | DESCRIPTION |
|---|---|
| DAA | Visors, driver and front passenger, vinyl in lieu of standard cloth |
| K34 | Cruise control (Included with (ZQ3) Driver Convenience Package. Requires (UF3) high idle switch.) |

## ADDITIONAL EQUIPMENT - OTHER

| CODE | DESCRIPTION |
|---|---|
| VQ2 | Fleet Processing Option |

**Options Total**

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Data Version: 26682. Data Updated: Oct 8, 2025 6:51:00 PM PDT.

**Don Hattan, Inc.**
Kenny Sweet | 316-744-1275 | ksweet@donhattan.com

Vehicle: [Fleet] 2025 Chevrolet Express Cargo Van (CG23405) RWD 2500 135" ( Complete )

## Standard Equipment

| | |
|---|---|
| **Package** | |
| | Power Convenience Package includes (A31) power windows and (AU3) power door locks |
| **Mechanical** | |
| | Engine, 4.3L V6 with Direct Injection and Variable Valve Timing, includes aluminum block construction (276 hp [206 kW] @ 5200 rpm, 298 lb-ft of torque [404 Nm] @ 3900 rpm) (STD) (Reference the Engine/Axle page for availability.) |
| | Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking, Powertrain Grade Braking and Tap-Up/Tap-Down Driver Shift Control (STD) (Requires (LV1) 4.3L gas V6 engine. Reference the Engine/Axle page for availability.) |
| | Body, standard (STD) |
| | GVWR, 8600 lbs. (3901 kg) (Reference the Engine/Axle page for availability.) |
| | Rear axle, 3.42 ratio (Reference the Engine/Axle page for availability.) |
| | Rear wheel drive |
| | Cooling, external engine oil cooler |
| | Battery, 600 cold-cranking amps, maintenance-free with rundown protection and retained accessory power |
| | Alternator, 105 amps (Not available with (Y3H) Paratransit Package, (C69) rear air conditioning or (9L7) Wiring junction block equipment accessory.) |
| | Frame, full-length box ladder-type |
| | Suspension, front independent with coil springs and stabilizer bar |
| | Suspension, rear hypoid drive axle with multi-leaf springs |
| | Steering, power |
| | Brakes, 4-wheel antilock, 4-wheel disc |
| | Fuel tank capacity, mid-frame and approximately 31 gallons (117.3L) |
| | Exhaust, aluminized stainless-steel muffler and tailpipe |
| **Exterior** | |
| | Wheels, 4 - 16" x 6.5" (40.6 cm x 16.5 cm) steel includes Gray center caps and steel spare (STD) |
| | Tire, spare LT245/75R16E all-season, blackwall located at rear underbody of vehicle (STD) |
| | Door, swing-out passenger-side, 60/40 split (STD) |
| | Tires, front LT245/75R16E all-season, blackwall |
| | Tires, rear LT245/75R16E all-season, blackwall |
| | Bumpers, front and rear painted Black with step-pad |
| | Headlamps, dual halogen composite |

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**Don Hattan, Inc.**
Kenny Sweet | 316-744-1275 | ksweet@donhattan.com

## Vehicle: [Fleet] 2025 Chevrolet Express Cargo Van (CG23405) RWD 2500 135" ( Complete )

### Exterior

Mirrors, outside heated power-adjustable, Black, manual-folding

Glass, Solar-Ray light-tinted, all windows

Wipers, front intermittent wet-arm with pulse washers

License plate kit, front

### Entertainment

Audio system, AM/FM stereo with MP3 player seek-and-scan, digital clock, TheftLock, random select, auxiliary jack and 2 front door speakers (STD)

### Interior

Seats, front bucket with vinyl trim and head restraints, includes inboard armrests (STD) (Requires (**W) interior trim.)

Seating arrangement, driver and front passenger high-back buckets, with head restraints and vinyl or cloth trim (STD) (Not available with (AJ3) driver-side only frontal airbag.)

Console, engine cover with open storage bin

Floor covering, full-length Black rubberized-vinyl (Not available with (RFM) rear floor covering delete or (PCH) Hotel Shuttle Package.)

Steering wheel, steel sleeve column with theft-deterrent locking feature, Black

Instrumentation, analog with speedometer, odometer with trip odometer, fuel level, voltmeter, engine temperature and oil pressure

Oil life monitor

Warning tones, headlamp on and key-in-ignition

Driver Information Center includes fuel range, average speed, oil life, tire pressure monitoring, fuel used, ice warning, engine hours, average fuel economy, tachometer, and maintenance reminders. Compass and outside temperature available if equipped.

Door locks, power with lock-out protection (Included with (ZQ2) Power Convenience Package. NOTE: Does not include (ATG) Remote Keyless Entry. (ATG) Remote Keyless Entry must be ordered separately.)

Windows, power (Included with (ZQ2) Power Convenience Package.)

Tow/haul mode selector, instrument panel-mounted

Theft-deterrent system, vehicle, PASS-Key III

Power outlets, 2 auxiliary on engine console cover with covers, 12-volt

Power outlet, 120-volt

Air conditioning, single-zone manual

Defogger, side windows

Cup holders, 3 on the engine console cover

Trim panels, hinged rear side doors and hinged rear doors (Not available with (Y3H) Paratransit Package.)

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**Don Hattan, Inc.**
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Vehicle: [Fleet] 2025 Chevrolet Express Cargo Van (CG23405) RWD 2500 135" ( Complete )

| | |
|---|---|
| **Interior** | |
| | Mirror, inside rearview includes Rear Vision Camera display |
| | Headliner, cloth, over driver and passenger |
| | Visors, driver and front passenger, vinyl |
| | Assist handles, driver and right-front passenger |
| | Lighting, interior with 4 dome lights 1 overhead and 3 LED's on cross members in cargo area, includes defeat switch and door handle-activated switches |
| | Cargo tie-downs 6 D-ring attachments on cargo area floor (Not available with (Y3H) Paratransit Package or (ZP6) 5-passenger Express Crew Van.) |
| **Safety-Mechanical** | |
| | Brake/transmission shift interlock, for automatic transmissions |
| | Hill Start Assist |
| | StabiliTrak, traction assistance and vehicle stability enhancement system |
| **Safety-Exterior** | |
| | Door beams, steel-side |
| | Daytime Running Lamps |
| **Safety-Interior** | |
| | Airbags, frontal, front driver and right front passenger (Includes passenger-side airbag deactivation switch. Included with (ZX2) driver and right front passenger high-back bucket seats or (ZP6) 5-passenger Express Crew Van Package. Not available with (ZX1) driver only high-back bucket seat or (AJ3) driver-side only frontal airbag. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.) |
| | Airbags, seat-mounted side-impact for driver and right-front passenger and roof-rail mounted head-curtain for 1-row coverage with (ZX1) driver only high-back bucket seat or (ZX2) driver and right-front passenger high-back bucket seats, and 2-row coverage with (ZP6) 5-passenger Express Crew Van Package (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.) |
| | Airbag deactivation switch, frontal passenger-side (Not available with (AJ3) driver only airbag. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.) |
| | OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.) |
| | Rear Vision Camera display integrated into rearview mirror (Display included with (DRJ) inside rearview mirror.) |
| | Tire Pressure Monitoring System (does not apply to spare tire) |

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Vehicle: [Fleet] 2025 Chevrolet Express Cargo Van (CG23405) RWD 2500 135" ( Complete )

## Safety-Interior

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

## WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Optbn B

**USD 457**
**1205 Fleming Street**
**Garden City, KS 67846**

**Specifications and equipment for:** Two (2) New OR Pre-Owned full size, ¾ ton Cargo Vans

- 2 - wheel drive option
- Chevrolet – GMC – Ford - Ram
- If pre-owned, mileage less than 20,000

**Notes:** Any deviations from stated specifications **MUST** be noted for bid to be valid.

**Minimum:** is the least acceptable requirement for that item

**Required:** No deviation is acceptable

Meet **Required Specifications:**

| | |
|---|---|
| • Engine | V 6 |
| • Transmission | 8 Speed Automatic |
| • Towing | 2" Receiver, 7-wire electrical Harness and 7 pin connector |
| • AC/Heating | Front Control |
| • Cruise control | Required |
| • Tilt steering | Required |
| • Seating | Cloth/Vinyl<br>Front – bucket seats, (Optional-power control driver seat) |
| • Floor mats | Standard |
| • Windows | Deep tinted, power |
| • Fuel tank | 16 – 20 gallon or largest capacity available |
| • Radio | AM/FM |
| • Exterior color | White |
| • MPG | City 16+, Hwy 25+ |
| • Spare tire | Full size, mounted under frame with lockable carrier |
| • Safety Features:<br>o Backup Camera | |

- 3 Year 36.000 Bumper to Bumper Warranty
- 5 Year 60,000 Powertrain Warranty

5 year 100,000 Powertrain (From delivery date)

* Both Vans have windows in the side/Rear doors.

GARDEN CITY
PUBLIC SCHOOLS
USD 457

Jessica Nothern, Chief Financial Officer
1205 Fleming St
Garden City, KS 67846
jnothern@gckschools.com
(620) 805-7007

# BID FORM

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

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

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

**Vendor Name:** Don Ha Han

**Cargo Vans** 2023 GMC Cargo Vans (Used) One has 19,986 miles the other 21,096 "
$30,956.00 per Van (In stock, Subject to prior sale)

**How long to receive these (calendar days):** 5-7 days

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

Signature: [signature] Date: 10/9/25

Printed Name: Kenny Sweet Title: Fleet

Email: Ksweet@donhahan.com

Addenda to Bid (Y/N) N

GARDEN CITY
PUBLIC SCHOOLS
USD 457

Jessica Nothern, Chief Financial Officer
1205 Fleming St
Garden City, KS 67846
jnothern@gckschools.com
(620) 805-7007

# BID FORM

☐ BIDDER IS AN INDIVIDUAL-

Name of Individual: _____

Name of Business: _____

Mailing Address: _____

Business Phone No.: _____

Business Fax No.: _____

☐ BIDDER IS A PARTNERSHIP-

Name of Partnership: _____

Names of Principal Partners: _____

Mailing Address: _____

Business Phone No.: _____

Business Fax No.: _____

The full names of all partners: _____

☒ BIDDER IS A CORPORATION-

Full Corporation Name: Don Ha Han

State of Incorporation: KS

Mailing Address: 6000 Ha Han Drive

Business Phone No.: 316-744-1275

Business Fax No.: N/A

Name & Address of Resident Agent: _____

GARDEN CITY
PUBLIC SCHOOLS
USD 457

Jessica Nothern, Chief Financial Officer
1205 Fleming St
Garden City, KS 67846
jnothern@gckschools.com
(620) 805-7007

# BID FORM

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

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

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

**Vendor Name:** Karl Chevrolet Inc

**Cargo Vans** Chevrolet Express 2500

**How long to receive these (calendar days):** 30 days

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

Signature: _____ Date: 9-26-25

Printed Name: Jacob Madsen Title: Fleet Sales Rep

Email: J.Madsen@Karlchevrolet.com

Addenda to Bid (Y/N) ____

GARDEN CITY
PUBLIC SCHOOLS
USD 457

Jessica Nothern, Chief Financial Officer
1205 Fleming St
Garden City, KS 67846
jnothern@gckschools.com
(620) 805-7007

# BID FORM

[ ] BIDDER IS AN INDIVIDUAL-

Name of Individual: _____

Name of Business: _____

Mailing Address: _____

Business Phone No.: _____

Business Fax No.: _____

[ ] BIDDER IS A PARTNERSHIP-

Name of Partnership: _____

Names of Principal Partners: _____

Mailing Address: _____

Business Phone No.: _____

Business Fax No.: _____

The full names of all partners: _____

[X] BIDDER IS A CORPORATION-

Full Corporation Name: Karl Chevrolet Inc

State of Incorporation: Iowa

Mailing Address: 1101 SE Overlabor RD Ankeny IA 50021

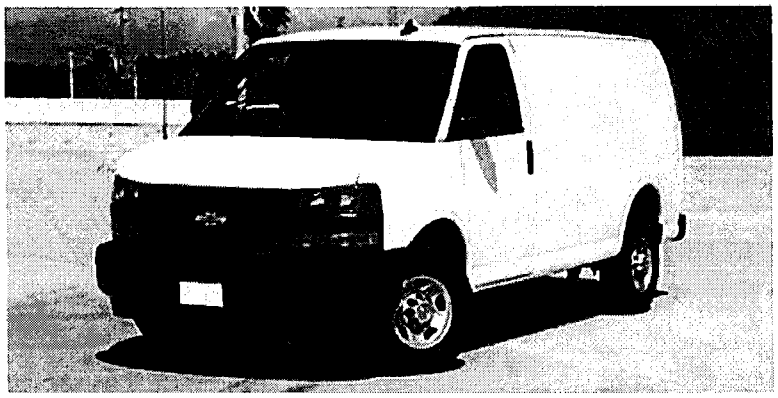
Business Phone No.: 515-645-3634

Business Fax No.: _____

Name & Address of Resident Agent: _____

**KARL AUTOMOTIVE GROUP**
JACOB MADSEN | 5156453634 | J.MADSEN@KARLCHEVROLET.COM

Vehicle: [Retail] 2025 Chevrolet Express Cargo Van (CG23405) RWD 2500 135"



KARL AUTO GROUP is proud to be your #1 Government Chevrolet Vehicle Dealer in Iowa for several years in a row. We are the only Government Dealer in Iowa to provide you a full time staff dedicated solely to government entities and their needs. We can assist you with all of your vehicle needs to include "turn-key" solutions and custom upfitting, saving you time and money with our own Karl Emergency Vehicles. Thank you for the opportunity to earn your business.

# KARL AUTOMOTIVE GROUP

## Dealership Information

KARL AUTO GROUP
JACOB MADSEN
515-645-3634
J.MADSEN@KARLCHEVROLET.COM

## Prepared By:

JACOB MADSEN
KARL AUTOMOTIVE GROUP
5156453634
J.MADSEN@KARLCHEVROLET.COM

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Data Version: 26571. Data Updated: Sep 25, 2025 6:48:00 PM PDT.

**KARL AUTOMOTIVE GROUP**
JACOB MADSEN | 5156453634 | J.MADSEN@KARLCHEVROLET.COM

Vehicle: [Retail] 2025 Chevrolet Express Cargo Van (CG23405) RWD 2500 135" ( ✔ Complete )

## Price Summary

**PRICE SUMMARY**

| | Invoice | Invoice |
|---|---|---|
| Base Price | $39,041.20 | $39,041.20 |
| Total Options | $1,353.90 | $1,353.90 |
| Vehicle Subtotal | $40,395.10 | $40,395.10 |
| Dealer Advertising Adjustment | $0.00 | $0.00 |
| Destination Charge | $1,995.00 | $1,995.00 |
| **Grand Total** | **$42,390.10** | **$42,390.10** |

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JACOB MADSEN | 5156453634 | J.MADSEN@KARLCHEVROLET.COM

Vehicle: [Retail] 2025 Chevrolet Express Cargo Van (CG23405) RWD 2500 135" ( ✔ Complete )

## Quote Worksheet

| | | MSRP |
|---|---|---|
| Base Price | | $41,800.00 |
| Dest Charge | | $1,995.00 |
| Total Options | | $1,290.00 |
| | **Subtotal** | **$45,085.00** |
| GOV DISCOUNT | | ($2,700.00) |
| | **Subtotal Pre-Tax Adjustments** | **($2,700.00)** |
| Less Customer Discount | | ($1,987.60) |
| | **Subtotal Discount** | **($1,987.60)** |
| Trade-In | | $0.00 |
| **Excluded from Sales Tax** | **Subtotal Trade-In** | **$0.00** |
| | **Taxable Price** | **$40,397.40** |
| Sales Tax | | $0.00 |
| | **Subtotal Taxes** | **$0.00** |
| | **Subtotal Post-Tax Adjustments** | **$0.00** |
| | **Total Sales Price** | **$40,397.40** |

Dealer Signature / Date

Customer Signature / Date

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KARL AUTOMOTIVE GROUP
JACOB MADSEN | 5156453634 | J.MADSEN@KARLCHEVROLET.COM

Vehicle: [Retail] 2025 Chevrolet Express Cargo Van (CG23405) RWD 2500 135" ( ✔ Complete )

# Window Sticker

## SUMMARY

[Retail] 2025 Chevrolet Express Cargo Van (CG23405) RWD 2500 135" MSRP:$41,800.00

Interior:Medium Pewter, Vinyl Seat Trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 4.3L V6

Transmission, 8-speed automatic, electronically controlled

## OPTIONS

| CODE | MODEL | | MSRP |
|---|---|---|---|
| CG23405 | [Retail] 2025 Chevrolet Express Cargo Van (CG23405) RWD 2500 135" | | $41,800.00 |
| | **OPTIONS** | | |
| 1WT | Work Van Preferred Equipment Group | | $0.00 |
| 93W | Medium Pewter, Vinyl Seat Trim | | $0.00 |
| A12 | Glass, fixed rear doors windows | | $0.00 |
| A13 | Glass, fixed rear side door windows | | $0.00 |
| AR7 | Seats, front bucket with vinyl trim | | $0.00 |
| ASB | Window security bar, rear side door glass | Inc. | |
| ATG | Remote Keyless Entry | | $175.00 |
| BTV | Remote vehicle starter system | | $300.00 |
| DAA | Visors, driver and front passenger, vinyl | | $10.00 |
| E24 | Door, swing-out passenger-side, 60/40 split | | $0.00 |
| FE9 | Emissions, Federal requirements | | $0.00 |
| GAZ | Summit White | | $0.00 |
| GU6 | Rear axle, 3.42 ratio | | $0.00 |
| K34 | Cruise control | | $0.00 |
| LV1 | Engine, 4.3L V6 | | $0.00 |
| MTH | Transmission, 8-speed automatic, electronically controlled | | $0.00 |
| QB5 | Wheels, 4 - 16" x 6.5" (40.6 cm x 16.5 cm) steel | | $0.00 |
| U0F | Audio system, AM/FM stereo with MP3 player | | $0.00 |

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Vehicle: [Retail] 2025 Chevrolet Express Cargo Van (CG23405) RWD 2500 135" ( ✔ Complete )

| | | | |
|---|---|---|---|
| UTJ | Theft Alarm Notification | Inc. | |
| UY7 | Trailering provisions, trailering wire harness only | Inc. | |
| VAD | Ship Thru, Produced in Wentzville and shipped to Leggett and Platt/Masterack. | | $0.00 |
| Z82 | Trailering equipment, heavy-duty | | $280.00 |
| ZLP | Tire, spare LT245/75R16E all-season, blackwall | | $0.00 |
| ZQ3 | Driver Convenience Package | | $395.00 |
| ZW3 | Glass, rear doors and side cargo doors | | $130.00 |
| ZW9 | Body, standard | | $0.00 |
| ZX2 | Seating arrangement, driver and front passenger high-back buckets, | | $0.00 |
| ZY1 | Paint, solid | | $0.00 |
| | **SUBTOTAL** | | **$43,090.00** |
| | Adjustments Total | | $0.00 |
| | Destination Charge | | $1,995.00 |
| | **TOTAL PRICE** | | **$45,085.00** |

## FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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**MEMORANDUM**

**TO:** Board of Education
**THRU:** Josh Guymon, Interim Superintendent
**FROM:** Brandon Anderson, Director of Plant Facilities
**DATE:** 10/07/2025
**RE:** **Consider and Act on path forward for New Addition and Re-Model at Kenneth Henderson Middle School and give direction as to what manner, (Design-Bid-Build or Construction Manager at Risk), we would like to choose to prepare for grade reconfiguration 6-8.**

---

## ISSUE & BACKGROUND:

With the direction in Grade Configuration chosen the first project we must get completed is an addition and re-model at Kenneth Henderson to accommodate the extra grade. To accomplish this major project, we must first decide in what manner we would like to move forward for the design and completion of this project.

Director of Plant Facilities, Brandon Anderson will present the Design-Bid-Build Model versus the Construction Manager at Risk Model for your consideration and will stand for questions.

## ALTERNATIVES:

Choose to move forward with the Construction Manager at Risk model or the Design-Bid-Build model traditionally used.

## RECOMMENDATION & FISCAL NOTE:

Staff will give the pros and cons of each model and have other pertinent information from prospective bidders on their preference to present to the board.

## ATTACHMENTS:

Informational Sheet

Design-Bid-Build (DBB) separates design and construction into distinct, sequential phases, with the owner hiring an architect and then a contractor to build the lowest-cost bid. Construction Manager at Risk (CMAR) is a collaborative method where the CM joins the project in the early design stages, providing expertise to help control costs and schedule, and then acts as the General Contractor, building the project to a Guaranteed Maximum Price (GMP). CMAR offers more budget certainty and faster project starts due to overlapping phases, while DBB provides maximum owner control over the design and contractor selection at the bid stage.

Design-Bid-Build (DBB)

- **Process**:

  A linear, sequential process where the owner first hires an architect to complete the design, then solicits bids from contractors. The lowest responsible bidder wins the contract.

- **Risk**:

  The owner assumes significant risk, especially for budget overruns or delays that arise from gaps in the design or unforeseen site conditions.

- **Control**:

  The owner has full control over the design and the selection of the contractor.

- **Timeline**:
  Generally, a longer timeline due to the sequential nature of the phases.

Construction Manager at Risk (CMAR)

- **Process**:

  A collaborative approach where the CM is involved from the pre-construction phase. They help with constructability reviews, budgeting, and scheduling. Once a Guaranteed Maximum Price (GMP) is set, the CM transitions into a contractor role.

- **Risk**:

  The CMAR places the risk for cost overruns onto the Construction Manager, as they are committed to delivering the project within the GMP.

- **Control**:

  The owner has more involvement in the project through a collaborative partnership with the CM.

- **Timeline**:
  Can be accelerated because design and construction can overlap, leading to a faster project start.

### Key Differences at a Glance

| Feature | Design-Bid-Build | Construction Manager at Risk |
|---|---|---|
| Phases | Sequential (Design, Bid, Build) | Overlapping (Design & Construction) |
| Contractor Involvement | Selected after the design is complete | Early involvement during design |
| Risk Placement | Primarily with the owner | Primarily with the CM, under a GMP |
| Budget Certainty | Less certain, with higher risk of change orders | Higher certainty due to GMP |
| Project Control | High owner control over design and contractor choice | More collaborative, but with a single point of accountability from the CM |

**MEMORANDUM**

**TO:** Board of Education
**THRU:** Josh Guymon, Superintendent
**FROM:** Casey Wise | Director of Technology
**DATE:** October 13, 2025
**RE:** Adoption of Skyward Qmlativ

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## ISSUE:

Our Student Information System (SIS) and Financial System, currently with Skyward SMS 2.0, is coming to an end of life. Skyward is transitioning to a new product called Qmlativ. We are seeking approval to transition to the new Skyward SIS/Financial Suite per the attached quote and license agreements.

## BACKGROUND:

In 2008, the district adopted Skyward SMS as its SIS and Financial software, which has served us well for 17 years. Skyward announced Qmlativ in 2016 and has been refining it with district partners since. In fall 2024, the technology department and district leadership initiated transition discussions, forming a committee in spring 2025 to evaluate options. After reviewing both Skyward Qmlativ and PowerSchool's SIS/Financial products, the decision was made to transition to Skyward Qmlativ.

## ALTERNATIVES:

- Option 1: Self Hosted with Managed Services - 3 yr. locked rate
    - One-Time Installation Fees: $85,454.00
    - Recurring Fees:
        - Skyward SMS 2.0 FY2026 - $157,164.00 - Final Year on Current Version
        - Future Qmlativ Fees - $160,338.00
- Option 2: Secure Cloud Hosted - 3 yr. locked rate
    - One-Time Installation Costs: $90,030.00
    - Annual Costs:
        - Skyward SMS 2.0 FY2026 - $157,164.00 - Final Year on Current Version
        - Future Qmlativ Fees - $179,658.00
- Option 3: Do not approve

## RECOMMENDATION:

Approve Option 2: Secure Cloud Hosted.

While hosting in the cloud adds cost, it provides greater security and stability for the district's most vital software. With the database backed up in two U.S. locations, we gain three key benefits: protection against cybersecurity threats, secure offsite backups, and built-in disaster recovery to prevent downtime or data loss.

## FISCAL NOTE:

For comparison, our current licensed contract with Skyward SMS is $157,164.00 per year.

The additional cost of cloud hosting is offset by the infrastructure expenses required for onsite hosting and backup/recovery. Upgrading our current backup system to store past data and support a new database would include an initial cost of approximately $55,000 and $30,000 in recurring costs. Sending an encrypted offsite backup to Skyward for disaster recovery would add approximately $17,000. Additional fees would also be incurred for maintaining an onsite server.

## ATTACHMENTS:

- Skyward Cloud Hosting Proposal: **GARDENCI KS 25-1096 Q MIGR.pdf**
- Skyward Q Student & Business Contract: **GARDEN CITY USD #457, KS - 1. Q BUSINESS & STUDENT TRAD CONTRACT - 9.2.25.pdf**
- Skyward Hosting Contract: **GARDEN CITY USD#457, KS - 2. HOSTING CONTRACT - 9.2.25.pdf**

Note: The above contracts were provided to Jennifer Cunningham, District Counsel, and she has read and given her approval for both of them.

**Garden City USD #457**
Garden City, KS
Migration Proposal
Plan # 25-1096hl
August 21, 2025

# Qmlativ Transition Plan

*The following pricing for software and services is provided specifically for you. If you would like information on a product or service not included below, please contact your Account Executive.*

**Traditional Pricing - 3 Year Locked Rate**

**Secure Cloud Computing Installation**

**This district will be migrating their current product licenses to the Skyward Qmlativ product licenses.**
**Project Management will work with your district to determine a go live date.**
**This plan covers the transition to our Qmlativ solution.**

[1] **Qmlativ Transition Plan** — **6,971 Students**

| | Initial Investment | Services | Full 12-Month Recurring Fees | Total |
|---|---|---|---|---|
| **Combined Database** | | | | |
| **School Business Suite and Student Management Suite** | | | | |
| [2] Qmlativ Migration Service - Standard | $ - | $ 67,898.00 | $ - | $ 67,898.00 |
| *Includes: Project Management, Data Migration Services, Training Resources via the Professional Development Center, access to the monthly QA Sessions, and conversion of existing eSignatures* | | | | |
| **School Business Suite Setup / Training** | | | | |
| Web Hours (15) | - | 3,150.00 | - | 3,150.00 |
| **Student Management Suite Setup / Training** | | | | |
| Web Hours (15) | - | 3,150.00 | - | 3,150.00 |
| **Installation** | | | | |
| [3] Secure Cloud Computing Migration and Setup | - | 1,890.00 | - | 1,890.00 |
| ***Subtotal Qmlativ Transition Plan*** | ***$ -*** | ***$ 76,088.00*** | ***$ -*** | ***$ 76,088.00*** |
| [4,5] ***Total*** | | | | ***$ 76,088.00*** |

**The Qmlativ Business Suite Core Package includes:**
*Finance, Employee Access, Import Deduction/Benefit Third Party Data, Payroll, Position Management (was Employee Management), Professional Development Center, Staff Planning (was Salary Negotiations), Substitute Tracking and Time Off*

**The Qmlativ Student Management Suite Core Package includes:**
*Student Management, Behavior Management, Family and Student Access, Gradebook (was Educator Gradebook), Graduation Requirements, Health Services (was Health Records), Professional Development Center, Student Interventions (was Response to Intervention), and Test Score Import*

| | Fiscal Year 2026 SMS 2.0 Recurring Fees | Estimated Future Qmlativ Recurring Fees |
|---|---|---|
| [6,7] **School Business Suite Core Package** | **$ 21,087.00 / year** | **$ 40,917.00 / year** |
| Employee Access *(part of Qmlativ core)* | 4,920.00 / year | |
| Payroll *(part of Qmlativ core)* | 6,813.00 / year | |
| Position Management *(part of Qmlativ core)* | 3,621.00 / year | |
| Substitute Tracking *(part of Qmlativ core)* | 2,903.00 / year | |
| Activity Accounting *(was School Based Activity Accounting)* | 4,003.00 / year | 4,163.00 / year |
| Time Tracking *(was TrueTime)* | 14,058.00 / year | 13,356.00 / year |
| [6,7] **Student Management Suite Core Package** | **$ 44,450.00 / year** | **$ 70,028.00 / year** |
| Family and Student Access *(part of Qmlativ core)* | 3,465.00 / year | |
| Gradebook *(part of Qmlativ core)* | 14,200.00 / year | |
| Graduation Requirements *(part of Qmlativ core)* | 683.00 / year | |
| Health Services *(part of Qmlativ Core)* | 8,659.00 / year | |
| Fee Management *(was Fee Tracking)* | 13,859.00 / year | 13,187.00 / year |
| Food Service | 1,238.00 / year | 1,287.00 / year |
| New Student Enrollment *(was New Student Online Enrollment)* | 6,740.00 / year | 7,009.00 / year |
| [8] Skylert Interface | 1,827.00 / year | 1,827.00 / year |
| [9] SIF *(not available in Qmlativ)* | 1,599.00 / year | |
| [9] Textbook Tracking *(not available in Qmlativ)* | 3,039.00 / year | |
| [10] Total | $ 157,164.00 / year | $ 151,774.00 / year |

## Qmlativ Transition Plan

***The customer recognizes and acknowledges the recurring fees presented above, both SMS 2.0 and Qmlativ, will be prorated accordingly based on Go-Live date of the Qmlativ Migration through the end of that current fiscal year.***
***The following fiscal year, Qmlativ Recurring Fees will be billed based on your contract term.***
***SMS 2.0 Recurring Fees will no longer be invoiced after the migration is completed.***
***Skyward reserves the right to revise the Future Qmlativ Recurring Fees that were originally presented on the migration proposal if the customer does not migrate to Qmlativ until a full fiscal year after the migration was initially scheduled.***

## Secure Cloud Computing Services

**Secure Cloud Computing Services (SCC Services)** provides an option to remotely operate your Skyward application through a secure cloud provider. Our cloud provider operates servers within its own facilities allowing you secure access to all applications through a browser via the Internet. The SCC Services are fully responsible for all aspects involved in database disaster recovery, loading releases and updates, operating and maintaining host servers, software, and databases.

| | | |
|---|---|---|
| **School Business Suite** | **6,971 Students** | **Annual Total** |
| Gold Package | | $ 13,942.00 * |
| **Student Management Suite** | **6,971 Students** | **Annual Total** |
| Gold Package | | $ 13,942.00 * |

** This is a 36 month contract.*

***The SCC hosting fees are not included in the Skyward total above. All SCC hosting fees will be invoiced by and paid directly to ISCorp.***

***ISCorp billing for the Qmlativ database will begin upon installation.***
***ISCorp will offer a 50% discount off of the Qmlativ hosting fees during the implementation process (installation through go-live).***
***Upon go-live, ISCorp will begin charging full hosting fees for the Qmlativ database.***
***If the customer is currently hosted at ISCorp for SMS 2.0, they will continue to pay full SMS 2.0 hosting fees through the implementation process.***
***The hosting fees for SMS 2.0 would end upon Qmlativ go-live.***

## Implementation and Training

**Implementation Schedule**
Skyward will establish a mutually agreed upon implementation schedule. Failure by the customer to adhere to the implementation schedule will result in delays and additional costs. If a postponement occurs within 45 business days of the scheduled go-live date, a fee equivalent to 50% of the Qmlativ Migration Service cost will be applied. For postponements between 46-90 business days before the go-live date, a fee of 25% will be applied. These fees are based on pricing from the accepted proposal. Skyward and the customer will subsequently agree on a revised implementation schedule.

**Project Management**
This is going to be a significant project, and you need a professional to manage it. Skyward's Qmlativ Migrations Team will facilitate the flow of information to make your implementation a success. We are heavily versed in project management best practices and apply these in conjunction with our unique industry expertise for a smooth transition.

**Training**
To assist with the transition the district will have access to the monthly QA sessions as well as the Professional Development Center.

**Customer Success After-Hours Support**
Customer Success after-hours support is billed at $210 per hour. This fee applies to all calls that are received outside of normal business hours.

## Pricing Footnotes

[1] *This proposal will migrate your district to the Skyward Qmlativ product licenses. The rate per year for the recurring fees for the products listed will remain unchanged as stated above for the initial 3 fiscal years upon transition to the Qmlativ product licenses. The annual increase for the Skyward recurring fees for Years 0 through 3 will be locked at 0%. In year 4 and beyond, the standard increase will be applied to all Skyward recurring fees.*

[2] *The Qmlativ Migration Service includes Project Management, Data Migration Services, Training Resources via the Professional Development Center, access to the monthly QA sessions, and conversion of existing eSignatures.*

[3] ***Secure Cloud Computing (SCC) Setup Assistance***
*Installation/Setup Services*
*Assistance with 3rd Party Integration Setup*

***Pricing Footnotes continued on next page***

## Pricing Footnotes, continued from previous page

[4] *As part of the SMS 2.0 to Qmlativ Migration, a conversion utility will be available to convert essential data from the SMS 2.0 database to the Qmlativ Database.*
- *As long as there is an equivalent placeholder to store the data in Qmlativ, current data, historical data (with limitations), and attachments will be migrated from SMS 2.0 to Qmlativ.*
- *If there is data in SMS 2.0, but there is not an equivalent area to store that data in Qmlativ, then that data will not be converted.*
- *Any current data that is in a work in progress status, will not be converted. This includes transactions such as unapproved Time Off Requests, unsubmitted Requisitions, etc.*
- *Setup/Configuration Data must be reconfigured in Qmlativ.*
- *During the migration process, Skyward makes every effort to quality check data that is migrated from SMS 2.0 to Qmlativ, however the school district must be responsible for data verification. Final verification for accuracy of data resides on the school District.*

*For the Skyward Business Suite, data included in the migration:*
- *Accounting/Payroll History will be limited to the last 10 years of activity*
- *Assets*
- *Employee Demographic Data*
- *Purchase Order/AP Invoice History*
- *Payroll Checking History*
- *Accounting Activity*
- *Positions and Assignments*
- *State Reporting Requirements*
- *Substitute Tracking*
- *Time Off*
- *True Time History*
- *Warehouse Items only*

*Notable exceptions for the Skyward Business Suite include:*
- *Warehouse history*
- *Time Tracking Current Setup*
- *Saved Reports will not be migrated*

*Subsystems that are not included in the migration:*
- *Applicant Tracking*
- *Benefit Management*
- *Salary Negotiations*
- *Security Groups*

[4] *As part of the SMS 2.0 to Qmlativ Migration, a conversion utility will be available to convert essential data from the SMS 2.0 database to the Qmlativ Database.*
- *As long as there is an equivalent placeholder to store the data in Qmlativ, current data, historical data (with limitations), and attachments will be migrated from SMS 2.0 to Qmlativ.*
- *If there is data in SMS 2.0, but there is not an equivalent area to store that data in Qmlativ, then that data will not be converted.*
- *Any current data that is in a work in progress status, will not be converted.*
- *Setup/Configuration Data must be reconfigured in Qmlativ.*
- *During the migration process, Skyward makes every effort to quality check data that is migrated from SMS 2.0 to Qmlativ, however the school district must be responsible for data verification. Final verification for accuracy of data resides on the school District.*

*For the Skyward Student Management Suite, this includes:*
- *All current Students, along with all Students that have graduated within the last 10 years, will be converted*
- *Student Demographic Data*
- *Entry/Withdrawal History*
- *Grade History*
- *Attendance History*
- *Discipline History*
- *Health Records*
- *State Reporting Requirements*

*Notable exceptions for the Skyward Student Management Suite include:*
- *Historical Term Grades will be migrated. Gradebook Assignments and Assignment Scores will only be migrated for the current year.*

[5] *All districts will be required to sign a License Agreement.*

[6] *The Qmlativ Business Suite Core Package includes Finance, Employee Access, Import Deduction/Benefit Third Party Data, Staff Planning (was Salary Negotiations), Payroll, Position Management (was Employee Management), Professional Development Center, Substitute Tracking and Time Off. These products will be licensed and sold as a package. The recurring fees for the Qmlativ Business Suite Core Package will be billed as outlined in the pricing section above.*

[6] *The Qmlativ Student Management Suite Core Package includes Student Management, Behavior Management, Family and Student Access, Graduation Requirements, Gradebook (was Educator Gradebook), Health Services (was Health Records), Professional Development Center, Student Interventions (was Response to Intervention), and Test Score Import. These products will be licensed and sold as a package. The recurring fees for the Qmlativ Student Management Suite Core Package will be billed as outlined in the pricing section above.*

[7] *Skyward's Professional Development Center (PDC) is included in the core package. The PDC is a self-paced learning center to assist in training all staff. It includes online tutorials, simulations, and testing options. Your entire staff will have unlimited access to Skyward's on-line library and training materials for select modules.*

[8] *Current SchoolMessenger customer. Customer will continue to pay SchoolMessenger for related notification services. If not a current SchoolMessenger customer, the district will need to contact Intrado at eduorderadmin@intrado.com to purchase the notification services.*

[9] *This proposal includes modules that are not available in Qmlativ. The license for this module will be cancelled at the time of transition to the Qmlativ product.*

[10] *Current Crystal Reports customer. Crystal Reports are not available in Qmlativ. The license for this product will be cancelled at the time of transition to the Qmlativ product. The customer will need to work directly with SAP if they need to purchase Crystal Reports.*

## Training Footnotes

*Skyward consultation and training is sold as a number of days and web hours identified on the proposal. The number of days and hours sold is an estimate of customer needs based on a combination of preliminary information gathered from the customer prior to the sale and Skyward's past training experience. It will be at the discretion of the Skyward and Customer Project Managers to use the days and web hours in a manner that best suits the customer. Any time spent by Skyward consultants for preparation, follow up, and the creation of training materials or other deliverables is also considered billable and will be deducted from this consulting time at the consulting rate. The customer can purchase additional consulting hours if more consulting time is needed.*

***School Business Suite Web training*** *allows Skyward to remotely present, discuss, and review our product directly with you. This application utilizes the Internet and is conducted live between your staff (at their own workstation) and a Skyward service representative without the need for them to travel to your location, providing you with a lower cost of training and/or implementation along with greater flexibility of your installation timeline.*
*Customers who purchase the additional training must go live in February, May, August, or November.*
*Training can only be scheduled on Mondays and/or Wednesdays.*

***Student Management Suite Web training*** *allows Skyward to remotely present, discuss, and review our product directly with you. This application utilizes the Internet and is conducted live between your staff (at their own workstation) and a Skyward service representative without the need for them to travel to your location, providing you with a lower cost of training and/or implementation along with greater flexibility of your installation timeline.*

***Cancellation of Training.*** *Any scheduled training days may be cancelled by the customer up to 72 hours in advance for Web Enabled training and a minimum of 30 days in advance for On-Site training. If the scheduled training is cancelled by the customer after the minimum advanced notice to Skyward, then the customer will be responsible for the full amount of the scheduled training and any airline change fees (if applicable).*

***Expiration of Training.*** *All training days described in the proposal may be utilized by Customer for a period of up to twelve (12) months following the Go-Live Date. Any training days that are not utilized by Customer within the time provided will expire and are non-refundable.*

## Custom Forms (Checks, W-2's, etc.) and Peripherals

**Nelco** is the exclusively recommended supplier of preprinted, blank laser, pressure seal (blank and preprinted) checks and MICR toner cartridges. To request free samples or to place your order, visit www.skywardforms.com or contact Nelco's customer service center at 1-800-266-4669.

**School Technology Associates, Inc.** has been a mutually exclusive partner with Skyward since 1992 and offers a complete line of hardware, software, service, and support for peripheral equipment needed to run Skyward's Student, Food Service, and TrueTime/Time Tracking software. Popular products include Tardy Kiosk, Positive Attendance, ID Badging, Time Clocks, and more! All items have been completely tested by Skyward and are in use by Skyward customers nationwide. If the district opts to use an optional third-party solution, please contact School Technology for approved hardware and system quotes. These integrated solutions are sold independently of Skyward.

For more information or to request a quote please visit our website at www.k12sta.com.
You can also contact us via email: sales@k12sta.com or phone: 877-436-4657

## Secure Cloud Computing Readiness Review

As you consider Skyward's SCC Services, we can provide you with an initial readiness review to ensure your internet connection provides adequate bandwidth. Please contact your ISP (Internet Service Provider) on obtaining a usage report of your internet connection and provide the following information to your Skyward Account Executive for further analysis.

- ISP (Internet Service Provider) Name
- Type and Total bandwidth contracted with your ISP
- Available/free bandwidth during school hours (typically available through a bandwidth utilization report; preferably during the past 30 days with students present)

## Recurring Fee Information

Your Recurring Fees Include:

- Unlimited software support requests for designated support contacts
- Periodic product webinars
- Quarterly customer newsletter
- Product updates throughout the year
- State and Federal required reports

## Terms and Conditions

- See attached Terms and Conditions page for further information.
  The Terms and Conditions page must be executed by an authorized representative.
- The License Agreement will be sent to you for execution.
  The License Agreement page must be executed by both Skyward and an authorized representative to be valid.

## TERMS AND CONDITIONS

All proposals are valid for 30 days from date of proposal.

**Payment Terms:**

1. **Skyward Qmlativ Migration Services & Installation (includes: Training, Data Migration, Web Server Install or SCC Setup Assistance & Project Management):** 100% Billed upon access to the Qmlativ Training Database; Payment due upon Go-Live Date (determined by customer and the Project Manager). Services are non-refundable.
2. **On-Premises Database Support Fee / Managed Services Recurring Fee:** Billed upon access to the Qmlativ Training Database; Payment due at that time. Skyward 12-Month Recurring Fees will be prorated from date of access to the Qmlativ Training Database through June 30th or August 31st as designated within the signature section below. The recurring fees will auto-renew at the then-current rate at the end of the term.
3. **Third Party Software, Hardware and Related Services:** Payment due upon delivery of product and/or services.
4. **Taxes:** If any authority imposes a duty, tax, levy or fee, excluding those based on Skyward's net income, upon the Skyward products, materials, or Skyward services, then Customer agrees to pay the amount specified, and Customer is solely responsible for any personal property taxes for the Skyward products from the date they were acquired.

**Customer agrees to the terms and conditions listed above and set forth in the Proposal.**

First Day of Fiscal Year: _____

Customer Signature | Printed Name | Date

*rev 4.30.2019*

# SKYWARD® SOFTWARE LICENSE AGREEMENT – REDLINE

This Skyward® Software License Agreement (this "Agreement") is made and entered into by and between **Skyward, Inc.**, a Wisconsin corporation with offices at 2601 Skyward Drive, Stevens Point WI 54482 ("Skyward") and **Garden City USD #457**, with offices at 1205 Fleming Street, Garden City, KS 67846 ("Licensee"). Skyward and Licensee may be collectively referred to herein as the "parties" or individually as a "party."

## RECITALS

A. Skyward has developed certain proprietary computer software, as updated and revised from time to time (the "Skyward Software"). The Skyward Software, together with any additional products provided by Skyward in association therewith, shall be collectively referred to as the "Skyward Products."

B. Skyward (or its authorized service provider) further provides professional services in association with the Skyward Products consisting of: installation and implementation services, training services, support and maintenance services, application hosting services, data conversion services, network and data management services; and other professional services agreed to by the parties (the "Skyward Services").

C. Skyward and Licensee desire to enter into this Agreement to establish the terms and conditions under which Skyward will license certain Skyward Products to Licensee and provide certain Skyward Services to Licensee in association therewith.

## TERMS AND CONDITIONS

### 1.0 Limited License.

**1.1 Grant of Limited License.** Subject to the terms and conditions of this Agreement, Skyward hereby grants to Licensee a nonexclusive, non-transferable, non-sublicensable, non-perpetual limited right and license to the Skyward Products identified in the proposal signed by Skyward and Licensee, including any addenda thereto, attached hereto and incorporated herein by reference (the "Proposal"), together with all related instruction manuals and other materials associated therewith (the "Materials"). Licensee may only use the Skyward Products (i) in object code form on one or more processing units owned or leased by Licensee and located at Licensee's premises, or otherwise embedded in equipment provided by Skyward; or (ii) through Skyward's authorized third party host pursuant to a Hosting Services Agreement executed by Licensee simultaneous with this Agreement, or subsequently entered into by Skyward and Licensee. Licensee may use the Skyward Products and Materials solely for its own internal operational purposes and shall comply with the use restrictions contained herein. Any additional software, modules or other products purchased by Licensee from Skyward during the term of this Agreement shall be deemed Skyward Products and shall be subject to the terms and conditions of this Agreement unless otherwise agreed to by the parties in writing.

**1.2 Use Restrictions.** By accepting the rights granted by Skyward hereunder, Licensee agrees that it will not, without the prior express written consent of Skyward: (a) sell, license, sublicense, distribute, lease or otherwise transfer or allow the transfer of the Skyward Products or Materials, or any permitted backup copy, to third parties; (b) use the Skyward Products or Materials in any manner inconsistent with the rights granted above; (c) modify or create derivative works of the Skyward Products or Materials; (d) permit the Skyward Products to be downloaded, embedded, or otherwise transferred to a third party processor, host, or any other server or equipment not under the exclusive control of Licensee or Skyward; or (e) attempt to decompile, disassemble or reverse engineer the Skyward Products, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Skyward Products, or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Skyward Products.

**1.3 Third Party Products and Services.** Any information or proposals for third party products or services provided by Skyward to Licensee are for informational purposes only and it is the sole responsibility of Licensee to independently verify any terms, conditions, fees and expenses associated with any such third party products or services. Licensee further acknowledges that any such information or proposals provided by Skyward were based on information provided by Licensee and that Skyward did not perform an independent technology analysis, unless requested by Licensee to do so. In the event Skyward provides any third party products or services to Licensee under the terms of this Agreement, Licensee agrees that it will be bound by and will comply with the terms and conditions of any end user license agreement or other restrictions of use required by such third parties in association with the use of their products or services.

### 2.0 Fees and Payment.

**2.1 Fees.** Licensee shall pay the fees for the Skyward Products and Skyward Services identified in the Proposal (the "Initial Fees"). In addition, Licensee shall pay the annual license fees, yearly subscription fees, hosting fees, and other recurring fees identified in the Proposal (the "Annual Fees"). In addition, Licensee shall pay all other amounts due in association with the Skyward Products and Skyward Services during the term of this Agreement.


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**2.2 Payment.** Licensee shall make payment of the Initial Fees when due as provided in the Proposal. Licensee shall make payment of the Annual Fees and any other amounts due within thirty (30) from the date of invoice. Interest on all past due amounts will be charged at the maximum rate permitted by law.

**2.3 Taxes.** If any authority imposes a duty, tax, levy or fee, excluding those based on Skyward's net income, upon the Skyward Products, Materials, or Skyward Services, then Licensee agrees to pay the amount specified and Licensee is solely responsible for any personal property taxes for the Skyward Products from the date they were acquired.

**3.0 Ownership and Protection of Intellectual Property.**

**3.1 Reservation of Title.** Licensee acknowledges and agrees that the Skyward Products, including but not limited to, the specific design and structure of individual programs, input formats, object code and source code, algorithms, frameworks, and the Materials, all constitute trade secrets, confidential and proprietary information, and copyrighted material of Skyward. Licensee further acknowledges and agrees that this Agreement does not affect any transfer of title in the Skyward Products or Materials and that the Skyward Products and Materials shall remain the sole and exclusive property of Skyward or Skyward's licensor.

**3.2 Licensee's Responsibilities.** Licensee shall implement reasonable security measures to protect such trade secrets, confidential and proprietary information, and copyrighted material. Licensee shall devote its best efforts to ensure that all Licensee's personnel protect the Skyward Products and Materials as confidential and proprietary information and the trade secrets of Skyward to any other person, firm, organization, or employee that does not need (consistent with Licensee's right of use hereunder) to obtain access to the Skyward Products and Materials. The duties and obligations of Licensee hereunder shall remain in full force and effect for so long as Licensee continues to control, possess, or use the Skyward Products and Materials. Licensee shall promptly notify Skyward and return the Skyward Products and Materials, and any permitted back-up copies thereof upon the termination of this Agreement or the limited license granted herein for any reason, or the abandonment or other termination of Licensee's control, possession or use of the Skyward Products and Materials.

**3.3 Reproductions, Filming and Back-Up Copies.**

**3.3.1 Reproduction of Materials.** Licensee may reproduce the Materials for authorized use by personnel of Licensee as required to operate the Skyward Products, provided that Licensee includes in those reproductions all Skyward notices of ownership and proprietary rights thereto. Said reproductions of the Materials shall be subject to the same restrictions on use and disclosure as the original provided by Skyward hereunder.

**3.3.2 Filming.** Licensee may film or record one or more training or support sessions performed by Skyward personnel, with the prior written consent of Skyward. In the event Skyward grants such written consent, Licensee agrees that Licensee, its members, officers, and employees will treat such recordings as confidential and proprietary information of Skyward and that Licensee will comply with the requirements of Section 3.2 above with respect to any such recordings. In the event of any discrepancy between statements made by Skyward personnel and the Materials, the Materials shall control in all respects.

**3.3.3 Back-Up Copies.** Licensee may make copies of the Skyward Products and Materials for back-up use only. Such back-up copies are for use by the Licensee only and the sole purpose and intent of such back-up copies are to allow the Licensee to have a back-up of the Skyward Products and Materials licensed to Licensee by Skyward. All copies made for back-up purposes in accordance with this Section must be labeled as such and must contain all Skyward notices of ownership and proprietary rights thereto.

**3.4 Audit Rights.** During the term of this Agreement and for a period of two (2) years following the termination or expiration of this Agreement, upon written notice to Licensee, Skyward may audit Licensee's database and/or computing devices to determine Licensee's compliance with this Agreement and payment of all applicable license fees due Skyward, if any, for the Skyward Products. If such audit reveals that Licensee knowingly underpaid the license fees due Skyward under the terms of this Agreement, then Licensee shall promptly pay to Skyward any such unpaid amounts.

**4.0 Indemnification and Source Code Escrow.**

**4.1 Ownership.** Skyward warrants and represents that it has full right, power and authority to license the Skyward Products and Materials to Licensee subject to the terms and conditions of this Agreement. Skyward shall indemnify and hold Licensee harmless from any and all claims, liabilities, or actions brought by any third party against Licensee for infringement of Licensee's right to use the Skyward Products and Materials in accordance with the terms of this Agreement.

**4.2 Infringement Claim.** Notwithstanding the express limitation of liability contained in Section 5.2 below, at Skyward sole expense, Skyward shall defend and hold harmless Licensee from and against any and all claims, actions, and liabilities brought by any third party alleging that the Skyward Products and/or Materials infringe upon a trade secret, or a registered patent or copyright in the United States and Skyward shall pay all costs and damages arising out of any such claim. To qualify for such defense and payment, Licensee must give Skyward prompt written notice of such claim and allow Skyward to control or institute all defenses to a such claim, including settlement of all such claims, in litigation or otherwise, provided no such settlement adversely affects Licensee's ability to exercise the rights granted in this Agreement, unless Licensee consents thereto.

**4.3 Remedy.** Licensee agrees that if the Skyward Products and/or Materials become, or in the opinion of Skyward is likely to become, the subject of a trade secret, patent, or copyright infringement claim, Licensee shall permit Skyward at Skyward's option and expense, to: (a) promptly procure for Licensee the right to continue to use the Skyward Products and/or Materials; or (b) replace the Skyward Products and/or Materials with an alternative that functions substantially the same as the product which becomes or is likely to become the subject of such a claim; or (c) modify the Skyward Products and/or Materials in a manner which causes it to function substantially the same as it had prior to modification.

**4.4 Source Code Escrow.** If requested by Licensee, Skyward will add Licensee as a beneficiary of Skyward's escrow services agreement with Iron Mountain Intellectual Property Management, Inc., at Licensee's sole expense. The beneficiary enrollment form for Licensee will contain the following release conditions: (a) if Skyward discontinues support for the then current version of the Skyward Products; (b) if Skyward executes an assignment for the benefit of creditors or becomes subject to bankruptcy or receivership proceedings; or (c) upon the occurrence of any other release condition specified in the escrow agreement between Skyward and Iron Mountain Intellectual Property Management, Inc. In the event the source code is released to Licensee, such source code shall continue to be subject to the terms, conditions, and restrictions contained in this Agreement and Licensee's rights to use such source code shall be the same as Licensee's rights to use the Skyward Products under the terms of this Agreement.

**5.0 Limited Warranty and Limitation of Liability.**

**5.1 Limited Warranty.** Skyward warrants to Licensee that the Skyward Products, when used in accordance with the user documentation furnished by Skyward, will be free of defects in materials and workmanship and will perform, in all material respects, substantially in accordance with Skyward's current published specifications. Except for the foregoing, no warranties, express or implied, are provided by Skyward. This limited warranty extends only to Licensee as the original licensee. Licensee's sole and exclusive remedy and the entire liability of Skyward under this limited warranty will be, at Skyward's option, repair or replacement of the Skyward Products. In no event does Skyward warrant that the Skyward Products will be error free or that Licensee will be able to operate the Skyward Products without temporary problems or interruptions. This limited warranty does not apply if Licensee has failed to pay the Initial Fees and Annual Fees due under the terms of this Agreement or if the Skyward Product: (i) is in the form of a back-up copy created by Licensee in accordance with the terms of this Agreement, (ii) has been altered in any way, except by Skyward, (iii) has not be installed, operated, repaired, or maintained in accordance with instructions and specifications supplied by Skyward, or (iv) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

**5.2 Limitation of Liability.** The liability of Skyward to Licensee for any claim whatsoever related to this Agreement, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made under this Agreement by Licensee to Skyward with respect to the Skyward Products (excluding the cost of any hardware purchased by Skyward and transferred to Licensee) during the 365 days preceding the cause of action. IN NO EVENT WILL SKYWARD BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF SKYWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Skyward shall not be held liable for any claims or demands brought against Licensee by any other party unless Licensee has properly notified Skyward as to such damages, claims, or demands, and Licensee has taken action to minimize such damages, claims, or demands. The Licensee further agrees that unless Licensee has purchased disaster recovery services from Skyward, Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Licensee's failure to properly save or back up all data and information inputted by Licensee.

**6.0 Term and Termination.**

**6.1 Term.** The term of this Agreement shall commence on the installation date identified in the Proposal and shall continue until terminated as provided herein.

**6.2 Termination by Licensee.**

**6.2.1 Voluntary Termination.** Licensee may terminate this Agreement by providing Skyward with not less than one hundred twenty (120) days advance written notice. Provided however, Licensee acknowledges that all Annual Fees are non-refundable and will not be prorated or refunded to Licensee in the event Licensee terminates this Agreement under this Section 6.2.1.

**6.2.2 Termination Upon Skyward Default.** Licensee may terminate this Agreement in the event Skyward fails to perform any material obligation under this Agreement and such failure continues for a period of thirty (30) days following receipt of written notice of such breach from Licensee.

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**6.2.3 Termination Upon Non-Appropriation.** Skyward acknowledges that this Agreement is a commitment of Licensee's current revenues and that payment obligations of Licensee created by this Agreement are conditioned upon the availability of funds that are duly appropriated and allocated for the payment of goods and services under this Agreement. If such funds are not appropriated and allocated by Licensee's governing board, then this Agreement may be terminated by Licensee at the end of the fiscal period for which funds are appropriated and allocated. Licensee shall provide Skyward with prompt written notice of any such non-appropriation event.

**6.3 Termination by Skyward.** The occurrence of any one or more of the following shall be deemed an "Licensee Default": (a) any attempted sale, sublicense, transfer or assignment of all or any part of the Skyward Products and/or Materials without the prior written consent of Skyward; (b) any attempt to decompile, disassemble, or otherwise reverse engineer all or any part of the Skyward Products and/or Materials, or assist another in so doing; (c) any breach of Skyward's confidential and proprietary rights, trade secrets, or copyrights in the Skyward Products and/or Materials; or (d) Licensee fails to perform any other material obligation under this Agreement, including but not limited to a failure to pay the Annual Fees or any other amounts when due under the terms of this Agreement and any Proposal and such failure continues for a period of thirty (30) days following receipt of written notice from Skyward. Upon the occurrence of a Licensee Default, Skyward shall have the right to immediately terminate this Agreement.

**6.4 Effect of Termination.** In the event of the termination of this Agreement for any reason, Skyward shall have no further obligation to provide Licensee with upgrades, patches, new releases, or any other Skyward Services with respect to the Skyward Products for which payment has not been made.

**6.5 Injunctive Relief.** In the event of a Licensee Default described in Section 6.3(a)-(c) above, in addition to the right to terminate in Section 6.3 above, Skyward will be entitled, without proof of damages, to immediate injunctive relief (including but not limited to, a temporary restraining order, temporary injunction and permanent injunction, all without bond), restraining Licensee from any further use of the Skyward Products and Materials and requiring that all copies (including any permitted back-up copies) be immediately returned to Skyward. Notwithstanding anything contained herein to the contrary, this Section will not be construed to limit Skyward's rights to pursue any other remedy or relief available under this Agreement or otherwise available. Licensee further agrees that Skyward's pursuit of any remedy under this Agreement or otherwise available will not constitute an election of remedies by Skyward.

**7.0 Professional Services.**

**7.1 Software Support.** So long as Licensee continues to pay the Annual Fees, Skyward will provide Licensee with technical support and software maintenance with respect to the Skyward Products, subject to the terms and conditions described on Schedule A, attached hereto and incorporated herein by reference.

**7.2 Professional Services.** In the event Licensee requests implementation services, training services, data conversion services, network or data management services, or other project management and professional services from Skyward during the term of this Agreement and Skyward agrees in writing to provide such services, then the terms and conditions of Skyward's provision of such services to Licensee shall be in accordance with the terms and conditions described on Schedule B, attached hereto and incorporated herein by reference.

**7.3 Collection of Technical Data.** Licensee agrees that Skyward may collect and use technical data and related information, including but not limited to technical information about Licensee's use of the Skyward Products, that is gathered periodically to monitor the health of Licensee's database and to facilitate the provision of updates to the Skyward Products, product support, and other services to Licensee related to the Skyward Products. Skyward may use this information to operate, provide, improve and develop Skyward's products, services and technologies, and for such other purposes described in this Agreement. Provided however, Skyward agrees that such data shall not include any personally identifiable information of any of Licensee's students and/or employees and Skyward shall otherwise comply with all of the terms and conditions of this Agreement with respect to Licensee's data.

**7.4 Non-Solicitation.** The parties agree that their respective employees are a valuable asset to their respective organizations and are difficult to replace. Accordingly, beginning on the Effective Date and continuing for a period of one (1) calendar year thereafter, neither party shall solicit, whether directly or indirectly, the employment of any of the other party's employees without the prior written consent of the other party. If a party violates this Section 7.4, the parties agree that the violating party shall pay to the other party the sum of Fifty Thousand Dollars ($50,000.00) for each violation, not to exceed a total sum of One Hundred Thousand Dollars ($100,000.00) as liquidated damages. The parties further agree that precise monetary damages for a party's violation of this Section 7.4 would be difficult to ascertain and that the foregoing sum represents a fair and conservative approximation of cost of recruitment, hiring and training that would be incurred by the other party.

**8.0 Interpretation and Construction.**

**8.1 Entire Agreement.** This Agreement shall be governed by the laws of the State of Wisconsin, without regard to any conflict of laws provisions or rules of construction concerning the draftsmanship hereof. This Agreement contains the entire understanding and full and complete agreement of the parties, and supersedes and replaces any prior understandings and agreements among the parties, with respect to the subject matter hereof. This Agreement may be altered, amended or modified

only in writing, signed by both of the parties hereto. Headings included in this Agreement are for convenience only and are not intended to limit or expand the rights of the parties hereto. References to Sections herein shall mean sections of the text of this Agreement, unless otherwise indicated.

**8.2 Assignment.** Neither party may, voluntarily or involuntarily, sublicense, sell, assign or otherwise transfer this Agreement without the other party's prior written consent. Any attempted assignment or delegation without Skyward's prior written consent will be null and void. Notwithstanding the foregoing, the transfer of all or substantially all of the Skyward's capital stock or assets to a third party through a sale, merger or other transaction or proceeding shall not be deemed an assignment under the terms and conditions of this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties and their respective successors, affiliates, legal representatives and permitted assigns

**8.3 Severability.** If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect of the intent of the parties expressed herein.

**8.4 Waiver.** No waiver of a breach of any term of this Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this Agreement. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.

**8.5 Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including but not limited to, acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, provided that the delayed part: (a) gives the other party prompt notice of such cause, and (b) uses commercially reasonable efforts to promptly correct such failure or delay in performance.

**8.6 Notices.** Any notice required or permitted to be given pursuant to this Agreement shall be valid only if in writing and shall be deemed to have been duly given (a) when personally delivered, (b) when transmitted by fax if confirmation of receipt is printed out on the sending fax machine, or (c) three business days after being mailed by certified mail, postage prepaid, addressed to the party receiving notice at the address listed in the opening paragraph of this Agreement, unless that party otherwise notifies the other party in accordance with this Section of a change of address.

**8.7 Survival.** The provisions contained in Sections 3, 4, 5, and 6, this Section, and any other provisions of this Agreement which by their very nature are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement and will inure to the benefit of and be binding upon the parties hereto.

**8.8 Counterparts and Signatures.** The undersigned warrant and represent that they have the legal authority to execute and deliver this Agreement on behalf of the parties hereto. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that original signatures of a party transmitted by facsimile or in portable document format (pdf) or electronic signatures affixed to this Agreement shall be as valid as an original signature of such party to this Agreement. If this document is executed by electronic signature, both parties agree that their electronic signature is legally binding and shall have the same validity and meaning as a handwritten signature and neither party will contest the validity of their respective electronic signature, or claim that it is not legally binding.

The undersigned, being duly authorized representatives of Skyward and Licensee, do hereby agree to the terms and conditions of this Agreement.

SKYWARD, INC. LICENSEE:

By:

Name: Raymo

Title: Preside

Date:

**This draft contract is provided for informational purposes only.**

*Only a contract officially signed by Skyward will be valid to complete the sale.*

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**SCHEDULE A**
**SKYWARD® TECHNICAL SUPPORT AND SOFTWARE MAINTENANCE**
**STANDARD TERMS AND CONDITIONS**

These Skyward® Technical Support and Software Maintenance Standard Terms and Conditions shall apply to all Support Services (as defined herein) provided by Skyward to Licensee. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Skyward® Software License Agreement between the parties.

**1. Support and Maintenance.** So long as Licensee continues to pay the Annual Fees, Skyward will: (i) provide Licensee with technical support services with respect to the Skyward Products, subject to the terms and conditions described herein; and (ii) provide Licensee with all updates and new releases generally available to its licensees who have purchased the Skyward Products and have paid the Annual Fees (the "Support Services"). Licensee's use of all updates and new releases shall be subject to the terms and conditions of the Skyward® Software License Agreement between Skyward and Licensee.

**2. Service Hours.** Skyward personnel shall be normally available either via phone or via email Monday through Friday, 8:00 a.m. to 5:00 p.m., central time. Licensee's offices are closed in observance of holidays observed by Skyward.

**3. Support and IT Contacts.** Licensee shall identify certain individuals who shall be authorized to contact Skyward for technical and product questions (the "Support and IT Contacts"). Licensee understands and acknowledges that no more than the number of authorized Support and IT Contacts identified below may be in communication with Skyward at any one time. If the Skyward Products licensed by Licensee includes both the Skyward Student Suite and the Skyward Business Suite, Licensee may provide the permitted number of Support and IT Contacts for each Skyward product suite. Additional permitted contact(s) for the Food Service or Special Education modules shall apply only if those modules are included in the Skyward Products licensed by Licensee. Licensee shall provide Skyward with a written list of its Support and IT Contacts within (30) days following the execution of this Agreement. Licensee further agrees to provide Skyward written notice of any changes to Licensee's authorized contacts.

| Subscriber Student Enrollment | Permitted Number of Support Contacts | Permitted Number of IT Contacts | Additional support contact(s) for Food Service or Special Education |
|---|---|---|---|
| 0-5,000 | 3 | 1 | 1 |
| 5,001 – 10,000 | 5 | 2 | 1 |
| 10,001 – 20,000 | 7 | 2 | 2 |
| 20,001+ | 10 | 2 | 2 |

**4. Exclusions.** The Support Services to be provided by Skyward to Licensee hereunder does not include technical support or services for issues not directly related to the Skyward Products, including but not limited to the following: crystal reports, open database connections, third party software or services, hardware, local area network connectivity, and LAN device configuration outside of the initial installation.

**5. Rights of Skyward.** Skyward shall own all rights, title and interest in and to any software programs or tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or generated by Skyward in connection with performing the Support Services, including all intellectual property rights therein. Nothing contained herein will be construed so as to restrict or limit Skyward's right to perform similar services for any other party or to assign any employees or subcontractors to perform similar services for any other party, provided that Skyward complies with its confidentiality obligations hereunder. Skyward shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, modify, or distribute, including by incorporating into any product or service owned by Skyward, any suggestions, enhancement requests, recommendations or other feedback provided by Licensee and any of its employees, agents or users, relating to any product or service owned or provided by Skyward.

**6. Limited Warranty.** Skyward warrants to Licensee that the Support Services provided hereunder will be performed in a professional manner and in accordance with good usage and accepted practices as established in the community in which such Support Services are performed. If such Support Services prove to be not so performed and if Licensee notifies Skyward within thirty (30) days from the date of completion of the Support Service, Skyward will, at its sole discretion, either correct any defects and deficiencies for which it is responsible or render a full or prorated refund or credit based on the original charge for the Support Service, if any. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

**7. Limitation of Liability.** IN NO EVENT WILL SKYWARD BE LIABLE TO LICENSEE OR ANY PERSON OR ENTITY USING ANY SUPPORT SERVICE SUPPLIED UNDER THIS AGREEMENT FOR ANY LOSS OF TIME, REVENUE, PROFITS, BUSINESS INTERRUPTION, INCONVENIENCE, LOSS OR DAMAGE OF DATA, LOSS OF USE OF ANY PRODUCT OR EQUIPMENT OR PROPERTY DAMAGE CAUSED BY ANY TECHNICIAN, PRODUCT OR EQUIPMENT OR THEIR FAILURE TO WORK, OR FOR ANY OTHER INDIRECT, SPECIAL, RELIANCE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING OUT OF SUPPORT SERVICES. SKYWARD'S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE, OR EXPENSE FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE FEES ACTUALLY PAID BY LICENSEE TO SKYWARD FOR THE SUPPORT SERVICES, IF ANY.

**8. Confidentiality.** All personally identifiable information and data relating to Licensee's students and/or employees used by Licensee in conjunction with the Skyward Products shall at all times be treated as confidential by Skyward and will not be copied, used or disclosed by Skyward for any purpose. Skyward recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and Skyward agrees to comply with said restrictions.


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**SCHEDULE B**
**SKYWARD® PROFESSIONAL SERVICES**
**STANDARD TERMS AND CONDITIONS**

These Skyward® Professional Services Standard Terms and Conditions (these "Standard Terms and Conditions") shall apply to all Professional Services (as defined herein) provided by Skyward to Licensee. All capitalized terms not otherwise defined in these Standard Terms and Conditions shall have the meaning assigned to them in the Skyward® Software License Agreement between the parties.

**1.0 Professional Services and Training.**

**1.1 Professional Services.** Subject to these Standard Terms and Conditions, Skyward will perform certain professional services in association with the Skyward Products separately purchased by Licensee as described on the Proposal, or any subsequent Proposal or statement of work agreed to by Skyward and Licensee (the "Professional Services"). Skyward shall assign a project manager and Skyward and Licensee shall agree on a training calendar and implementation schedule associated with Licensee's purchase of the Skyward Products. In the event any Professional Services to be provided by Skyward to Licensee contemplates the creation of object code, such object code shall be referred to herein as a "Deliverable."

**1.2 On-Site Training.** The cost of all on-site training described in the Proposal is based on Licensee having training facilities available. Each on-site training day described in the Proposal consists of a six (6) hour training day and a maximum of number of individuals that may attend is stated in the Proposal. In the event the number of attendees exceeds the permitted number, then Licensee will be charged an additional $200.00 for each additional attendee.

**1.3 Web Enabled Training.** The cost of all web enabled training described in the Proposal is based on Licensee having training facilities available to support the broadcast of the web enabled training. Web enabled training described in the Proposal consists of up to six (6) hour in a training day and the maximum number of individuals that may attend, as identified in the Proposal. In the event the number of attendees exceeds the permitted number, then Licensee will be charged an additional $200.00 for each additional attendee.

**1.4 Cancellation or Expiration.** Any scheduled training days may be cancelled by Subscriber up to forty-eight (48) hours in advance for Web Enabled Training and minimum of ten (10) days in advance for On-Site Training. If the scheduled training day is cancelled by Licensee after the minimum advance notice to Skyward, then Licensee will be responsible for the full amount of the scheduled training and any airline change fees (if applicable). All training days described in the Proposal may be utilized by Licensee for a period of up to twelve (12) months following the implementation of each software module to which the training pertains. Any training days that are not utilized by Licensee within the time provided will expire and are non-refundable.

**2.0 Licensee's Responsibilities.**

**2.1 Licensee's Facilities.** Licensee will make available in a timely manner for Skyward's use, at no charge to Skyward, all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel required by Skyward to perform the Professional Services. Licensee will be responsible for, and assumes the risk of any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of all Licensee computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel supplied by Licensee. The Skyward Products will be installed by an authorized Skyward customer service representative. In the event Licensee is currently utilizing a network installed by a third party, Licensee agrees to provide an authorized technical support representative on-site to provide any necessary assistance during the installation process.

**2.2 Licensee's Obligations.** Licensee acknowledges that meeting any dates agreed to by the parties are contingent upon timely completion of activities by Licensee as contemplated by the parties under this Agreement including, without limitation, those activities designated to Licensee in Section 2.1 above (a "Licensee Obligation"). Licensee will immediately advise Skyward in writing as soon as it becomes aware of any developments that may delay completion of a scheduled Deliverable including, without limitation, Licensee's failure or inability to perform a Licensee Obligation. Any dates agreed to by the parties will be equitably adjusted by the parties (but in no event less than a day- for-day adjustment) in writing in the event of: (a) any delay caused by Licensee's failure or inability to perform a Licensee Obligation; (b) any delay due to Licensee's request for changes; (c) any delay due to a third party's act, failure to act or delay in performing any obligation whatsoever; or (d) any other delay incurred as a result of Licensee's action(s) or omission(s). No such delay will relieve or suspend Licensee's obligation to pay Skyward under Section 3 below and, in addition to such payment obligations, Licensee will pay for any and all costs and expenses incurred by Skyward relating to re-staffing as a result of any delay caused by Licensee.

**3.0 Fees and Payment.** Licensee shall pay all fees due Skyward in association with the Professional Services provided by Skyward to Licensee hereunder. Provided however, if the Professional Services are not commenced within one hundred eighty (180) days, then the applicable fees shall be adjusted to Skyward's then current rates and fees for such services. Licensee shall further reimburse Skyward for all reasonable costs and expenses incurred by Skyward in its performance of the Services under this Agreement in accordance with Skyward's then current business expense policy. Unless otherwise stated, Licensee shall make all payments under this Agreement within thirty (30) days after the date of invoice. Interest on all past due amounts will be charged at the maximum rate permitted by law.

**4.0 Licensee Data.**

**4.1 Confidentiality of All Data.** All personally identifiable information and data relating to Licensee's students and/or employees used by Licensee in conjunction with the Skyward Products shall at all times be treated as confidential by Skyward and will

not be copied, used or disclosed by Skyward for any purpose. Skyward recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and Skyward agrees to comply with said restrictions.

**4.2 Family Educational Rights and Privacy Act.** The parties expect and anticipate that Skyward may receive education records from Licensee only as an incident of the Professional Services that Skyward provides to Licensee. In the event Licensee provides Personally Identifiable Information ("PII") (including but not limited to personally identifiable student information as defined by applicable state and federal law) to Skyward, they shall be deemed a "school official determined to have a legitimate educational interest" under 34 CFR 99.31(a)(1), as provided by Licensee's policies and procedures. Skyward acknowledges that PII is the confidential information of Licensee and shall not use it for any purpose, commercial or otherwise, except as expressly provided in this Agreement. Skyward agrees to abide by the requirements of applicable federal and state law pertaining to the disclosure of PII, and agrees to take all reasonable measures to protect against the unauthorized disclosure of any PII. Except for use and disclosure to their employees and personnel to the extent necessary to fulfill its obligations under the terms of any Statement of Work, Skyward shall not use or further disclose PII. Upon the expiration or termination of this Agreement, Skyward agrees to promptly return to Licensee any and all PII in Skyward's possession.

**4.3 Health Insurance Portability and Accountability Act.** In the event that Licensee is converting its data and information management systems, then the parties represent and acknowledge that such conversion process may necessarily involve the incidental receipt of data by Skyward that constitutes personal health information, as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). In addition to the terms and conditions contained herein, Skyward and Licensee may enter into a HIPAA Business Associate Agreement providing for the protection of such personal health information as required by HIPAA.

**4.4 Indemnification.** Skyward shall, at its sole cost and expense, defend and hold harmless Licensee from and against any and all claims, actions, and liabilities brought by any third party against Licensee as a result of the release of PII or other confidential information of Licensee to the extent directly caused by the negligence or willful misconduct of Skyward or its employees. Provided however, to qualify for such defense, Licensee must give Skyward prompt written notice of such claim and allow Skyward to control or institute all defenses to a such claim, including settlement of all such claims, in litigation or otherwise.

**4.5 Open Database Connection**. Licensee may establish an open database connection ("ODBC") to Skyward's database for read access. In the event Licensee wishes to insert, update, or delete data, an Application Programming Interface (API) will be used in lieu of ODBC. Licensee will be permitted to insert, update, or delete its data in the Skyward database subject to the following terms and conditions: (a) Licensee will be the sole and exclusive owner of all data inserted into the Skyward database, (b) Licensee agrees to hold Skyward harmless from any liability relating to Licensee's insertion, modification, or deletion of data in the Skyward database, including but not limited to the corruption of such database, (c) Licensee shall compensate Skyward to repair any problems relating to the corruption of the Skyward database arising from or related to the insertion, modification, or deletion of the Licensee's data, (d) Licensee agrees to create a backup of the database prior to inserting, updating, or deleting any data, and (e) Licensee shall not allow any third party vendors, suppliers, or other individuals or entities associated with Licensee access to the API connection without the prior written consent of Skyward and Skyward may, in its sole discretion, require that any such third party execute a confidentiality and nondisclosure agreement in the form and substance required by Skyward. The Licensee further agrees that Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Licensee's failure to properly save or back up all data and information inserted, modified, or deleted by Licensee through the API connection.

**5.0 Proprietary Rights.**

**5.1 Rights of Skyward.** Subject to Licensee's rights described below, Skyward shall own all rights, title and interest in and to any software programs or tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or generated by Skyward in connection with performing the Professional Services, including all intellectual property rights therein. Nothing contained herein will be construed so as to restrict or limit Skyward's right to perform similar services for any other party or to assign any employees or subcontractors to perform similar services for any other party, provided that Skyward complies with its confidentiality obligations hereunder. Skyward shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, modify, or distribute, including by incorporating into any product or service owned by Skyward, any suggestions, enhancement requests, recommendations or other feedback provided by Licensee and any of its employees, agents or users, relating to any product or service owned or provided by Skyward.

**5.2 Rights of Licensee.** Subject to these Standard Terms and Conditions, Skyward grants Licensee a limited, non-transferrable, non-sublicensable, nonexclusive right (exclusive of any rights to use the Skyward Products) to use and reproduce the Deliverables solely for Licensee's internal use in conjunction with Licensee's use of the Skyward Products as authorized by Skyward in writing and solely for so long as Licensee is authorized to use said Skyward Products.

**5.3 Use Restrictions.** Licensee shall not itself, or through any affiliate, agent, or third party: (a) decompile, disassemble, reverse engineer, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Deliverables or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Deliverables, including without limitation any such mechanism used to restrict or control the functionality of the Deliverables (except that the foregoing provision shall not apply to the extent that such activities may not be prohibited under applicable law); (b) sell, lease, license, sublicense, distribute or otherwise provide to any third party or any other person the Deliverables, in whole or in part; (c) modify or create derivative works of the Deliverables; (d) use or reproduce the Deliverables, except as specifically permitted under this Agreement; or (e) use the Deliverables to provide processing services to any third party or otherwise use the Deliverables on a service bureau basis. Licensee shall promptly notify Skyward of any unauthorized use, disclosure, reproduction, or distribution of the Deliverables, which comes to Licensee's attention, or which Licensee reasonably suspects. Licensee is solely responsible for obtaining all equipment, and the compatibility thereof with the Deliverables, and for paying all fees including, without limitation, all taxes and any related costs or fees, necessary to use the Deliverables.

**5.4 Licensee Data.** Subject to the terms and conditions of this Agreement, Licensee grants Skyward and its contractors and agents a limited, non-transferable, fully-paid, royalty-free, non-sublicensable, nonexclusive right during the term of this Agreement to use, reproduce, modify, prepare derivative works of, perform, display, transmit, make, have made and import any data provided by Licensee to Skyward or its contractors or agents in connection with the performance of the Professional Services under this Agreement as necessary or useful to perform the Professional Services. Except as expressly set forth herein, Licensee retains all right, title and interest in and to its data.

**6.0 Limited Warranty and Limitation of Liability.**

**6.1 Limited Warranty.** With respect to each Deliverable, Skyward warrants to Licensee that, for a period of thirty (30) calendar days after the date of delivery of such Deliverable to Licensee, such Deliverable will substantially conform to any applicable functional specifications for such Deliverable that are described in the applicable Statement of Work or any Change Order thereto. If any Deliverable does not perform as expressly warranted in this section, Licensee will notify Skyward in writing and Skyward will, at its sole option and expense: (a) replace or modify such Deliverable with a Deliverable that performs as expressly warranted in this section; or (b) if Skyward determines that the foregoing is not commercially reasonable, accept return of such Deliverable (if applicable) and refund to Licensee the fees paid by Licensee associated with such Deliverable under this Agreement. The foregoing limited warranty does not cover repair or replacement of or refunds for any Deliverable if the nonconformity to such limited warranty is caused, in whole or in part, by: (i) alteration, modification or correction other than by Skyward; (ii) software, hardware or interfacing not provided or specified in the applicable Statement of Work by Skyward; (iii) abuse, misuse or improper installation; or (iv) a change to Licensee's computing environment that would affect the specific Deliverable. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

**6.2 Limitation of Liability.** The liability of Skyward to Licensee for any claim whatsoever related to any Professional Services and/or Deliverable, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made by Licensee to Skyward with respect to such Professional Service and/or Deliverable. IN NO EVENT WILL SKYWARD BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE A DELIVERABLE EVEN IF SKYWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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**SOFTWARE HOSTING SERVICES AGREEMENT – REDLINE**

This Software Hosting Services Agreement (this "**Agreement**") is made and entered into by and between Integrated Systems Corporation, a Wisconsin corporation, with offices at 10325 N. Port Washington Road, Mequon, WI 53902 ("Host") and Garden City USD #457, with offices at 1205 Fleming Street, Garden City, KS 67846 ("**Licensee**"). Host and Licensee may be collectively referred to herein as the "**parties**" or individually as a "**party**" to this Agreement.

**RECITALS**

A. Skyward, Inc., a Wisconsin corporation ("**Skyward**") has developed certain proprietary computer software, as updated and revised from time to time (the "**Skyward Software**"). The Skyward Software, together with any additional products provided by Skyward in association therewith, shall be collectively referred to as the "**Skyward Products**."

B. Skyward and Licensee have entered into that certain Skyward Software License Agreement (the "**License Agreement**") whereby Skyward granted Licensee a limited license to access and use certain Skyward Products more particularly described therein, subject to and conditioned upon Licensee entering into this Agreement to provide for the terms and conditions of Licensee's access and use of the Skyward Products through Skyward's authorized third party host.

C. Host is an application service provider who is in the business of providing services for server and application hosting, management, and operations and Skyward has granted Host a license to host the Skyward Products.

**TERMS AND CONDITIONS**

1. Hosting Services.

(a) Description of Hosting Services. Host shall provide Licensee with remote access to a digital information processing, transmission and storage system on one or more servers located at Host's facilities that will enable Licensee to access the Skyward Products over the Internet. Subject to Licensee's compliance with the License Agreement and this Agreement, Host will support the Skyward Products through implementation of Skyward-provided or authorized modifications, patches, updates, upgrades and new releases or versions of the Skyward Products. Host will use commercially reasonable efforts to back up the information on its servers and to store the information in a reasonably secure environment and shall also use commercially reasonable efforts to provide redundant systems designed to decrease the risk or magnitude of a loss of data. The services to be provided by Host to Licensee, as described in this Section 1(a), shall be collectively referred to as the "**Hosting Services**."

(b) Use of Hosting Services. Licensee may access and use the Hosting Services only to the extent of authorizations acquired by Licensee from Skyward or Host. Licensee is responsible for use of the Hosting Services by any party who accesses the Hosting Services with Licensee's account credentials. Licensee acknowledges and agrees that its use of the Hosted Services is subject to Licensee's compliance with the terms and conditions of the License Agreement, this Agreement, and any prohibited use policies of Host. Licensee may not use the Hosting Services to providing hosting or timesharing services to any third party or to provide any third party with access to the Skyward Products.

(c) Obligations of Licensee. Licensee is solely responsible for information, data, and content of Licensee placed on Host's servers by Licensee. Unless caused by their negligence or willful misconduct, Host shall not be liable to Licensee for loss of its information, data, and content placed on Host's servers as a result of the Hosting Services, but Host shall, in the event of a loss, use its commercially reasonable efforts to attempt to recover or reconstruct any such information that has been lost. Licensee warrants and represents that information, data, and content placed on Host's servers as a result of the Hosting Services: (i) is not offensive, defamatory, or obscene; (ii) is not racially, ethically or otherwise objectionable; (iii) does not promote discrimination based on sex, race, religion, nationality, disability, sexual orientation or age; and (iv) does not violate any other applicable law. Host reserves the right to delete any material installed or inputted on Host's server or to disconnect a server which contains material which Host believes in good faith breaches any of these warranties. A breach of any of the foregoing warranties by Licensee shall constitute an event of default under the terms of this Agreement and may result in the termination of this Agreement pursuant to Section 6 below.

2. Fees and Payment. Licensee shall pay the Annual Fees (as defined in the License Agreement) described in the Proposal (as defined in the License Agreement), and other reoccurring fees and amounts due in association with the Hosting Services (collectively the "Fees"), during the term of this Agreement. Licensee shall make payment of the Fees when due as provided in the Proposal or within thirty (30) from the date of invoice. Interest on all past due amounts will be charged at the maximum rate permitted by law. If any authority imposes a duty, tax, levy or fee (excluding those based on Host's net income) upon the Hosting Services, then Licensee agrees to pay the amount specified.

3. Reservation of Title.

(a) Host Property. All computer systems, operating software, network equipment, and any hardware, software, documentation, information, business practices, or operating methods provided by Host as part of the Hosting Services shall remain the property of Host. Host will retain title to all rights in all intellectual property provided by Host under the terms of this

Agreement, including but not limited to, any know-how, customizations, practices, and other technologies related to the Hosting Services.

(b) Skyward Property. Licensee and Host each acknowledge and agree that the Skyward Products, including but not limited to, the specific design and structure of individual programs, input formats, object code and source code, algorithms, frameworks, all constitute trade secrets, confidential and proprietary information, and copyrighted material of Skyward. Licensee and Host further acknowledge and agree that this Agreement does not affect any transfer of title in the Skyward Products and that the Skyward Products shall remain the sole and exclusive property of Skyward or Skyward's licensor.

4. Licensee Data. All personally identifiable information and data relating to Licensee's students and/or employees provided to Host by Licensee in conjunction with the Hosting Services, shall be subject to the terms and conditions of the Data Privacy Addendum attached hereto and incorporated herein by reference.

5. Security and Limited Warranty.

(a) Server Security. Licensee acknowledges that no security systems or procedures currently available are capable of providing complete protection from unauthorized individuals who may seek to gain access to Host's servers. Host shall use commercially reasonable efforts and processes to secure its servers from access by unauthorized individuals, test its servers for viruses at reasonable intervals and maintain back-up copies of all content. Accordingly, so long as Host uses the commercially reasonable efforts set forth above, Host shall not be liable for any damage to the Licensee arising from unauthorized access or the introduction of a bug or virus, unless caused by the negligence or willful misconduct of Host. Notwithstanding anything in this Agreement to the contrary, Host shall not be liable for any damage caused by Licensee or any employee or agent of Licensee. Licensee agrees that its use of the Hosting Services will be in compliance with applicable law and will not otherwise violate the terms of any applicable license. Licensee acknowledges that Skyward is not responsible for the security of Host's servers and will not be responsible to maintain any back-up copies of the content on Host's servers. Notwithstanding anything in this Agreement to the contrary, Host shall not be liable for any damages to Licensee caused by unauthorized individuals who gain access to the Host's servers, unless caused by the negligence or willful misconduct of Host. Licensee assumes all risk related to the processing of transactions related to electronic commerce.

(b) Limited Warranty. Host warrants that the Hosting Services will be available 99.5% of the time during Operational Hours (as defined herein), except for service interruptions for routine maintenance and backups. For the purposes of this Agreement, "Operational Hours" are 7 days per week, 24 hours per day and 365 days per year. Regular maintenance and service activities are scheduled outside of Normal User Hours (as defined herein). For the purposes of this Agreement, the "Normal User Hours" are Monday through Friday from 7 A.M. to 5 P.M. central standard time excluding the following ISCorp observed holidays: New Years' Day, Martin Luther King, Jr. Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event there is an interruption in the Hosting Services during Normal User Hours, Host will respond in 30 minutes or less of being notified of such an interruption in the Hosting Services. Host will use its best efforts to respond to any interruptions in the Hosting Services outside of Normal User Hours. Except as specifically set forth in this Agreement, Host makes no warranties of any kind with respect to the Hosting Services or products provided under this Agreement. Except as specifically set forth in this Agreement, Host DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(c) Licensee's Remedies. In any instance involving performance or nonperformance of the Hosting Services or products provided hereunder, Licensee's sole and exclusive remedy shall be: (i) in the case of Hosting Services, refund or credit, at Licensee's election, of a pro rata portion of the price paid for such Hosting Services which were not provided, or (ii) in the case of products, repair, replacement or return of the defective product to Host for refund, at the option of Host. A credit for an interruption in the Hosting Services during the Normal User Hours will be issued only for periods, calculated in 15 minute increments, in excess of the 99.5% scheduled available up-time within a calendar month. A credit for an interruption in the Hosting Services during the Operational Hours, but outside of the Normal User Hours, will be issued only for periods, calculated in one hour increments, in excess of the 99.5% scheduled available up-time within a calendar month. An interruption in the Hosting Services is deemed to have occurred only if the Hosting Services have stopped or been severely impacted that they are unusable by Customer as a result of failure of Host facilities, equipment, or personnel used to provide the Hosting Services, and only where the interruption in the Hosting Services is not the result of: (A) negligence or other conduct of Licensee, its employees or agents, including a failure or malfunction resulting from applications or services provided by Licensee; (B) failure or malfunction of any equipment or services not provided by Host; (C) circumstances beyond the control of Host; or (D) interruption due to scheduled maintenance, alteration, or implementation, provided that such scheduled event is provided in writing and in advance to Licensee. All claims for a credit must be submitted to Host in writing within 60 days of the date of such interruption in the Hosting Services.

(d) Limitation of Liability. The liability of Host to Licensee for any claim whatsoever related to this Agreement, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made under this Agreement by Licensee to Host with respect to the Hosting Services during the 365 days preceding the cause of action. IN NO EVENT WILL HOST BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE HOSTING SERVICES EVEN IF

HOST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Host shall not be held liable for any claims or demands brought against Licensee by any other party unless Licensee has properly notified Host as to such damages, claims, or demands, and Licensee has taken action to minimize such damages, claims, or demands.

6. Term and Termination. The term of this Agreement shall run concurrent with the term of the License Agreement. In the event the License Agreement is terminated for any reason, this Agreement shall automatically terminate as of the date of such termination without further notice. In addition to the foregoing, any party may terminate this Agreement in the event another party fails to perform any material obligation under this Agreement and such failure continues for a period of thirty (30) days following receipt of written notice of such failure. In the event of the termination of this Agreement for any reason, all of Licensee's rights and privileges under this Agreement, including but not limited to Licensee's rights to access and use the Hosting Services shall be immediately terminated.

7. Interpretation and Construction.

(a) Entire Agreement. This Agreement shall be governed by the laws of the State of Wisconsin, without regard to any conflict of laws provisions or rules of construction concerning the draftsmanship hereof. This Agreement contains the entire understanding and full and complete agreement of the parties, and supersedes and replaces any prior understandings and agreements among the parties, with respect to the subject matter hereof. This Agreement may be altered, amended or modified only in writing, signed by both of the parties hereto. Headings included in this Agreement are for convenience only and are not intended to limit or expand the rights of the parties hereto. References to Sections herein shall mean sections of the text of this Agreement, unless otherwise indicated.

(b) Assignment. No party may, voluntarily or involuntarily, assign or otherwise transfer this Agreement without the prior written consent of the other parties. Any attempted assignment or delegation without prior written consent will be null and void. Notwithstanding the foregoing, the transfer of all or substantially all of Host's capital stock or assets to a third party through a sale, merger or other transaction or proceeding shall not be deemed an assignment under the terms and conditions of this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties and their respective successors, affiliates, legal representatives and permitted assigns

(c) Severability. If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect of the intent of the parties expressed herein.

(d) Waiver. No waiver of a breach of any term of this Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this Agreement. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.

(e) Force Majeure. Except for the obligation to make payments, the parties will not be liable for any failure or delay in their performance under this Agreement due to any cause beyond its reasonable control, including but not limited to, acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, provided that the delayed part: (i) gives the other party prompt notice of such cause, and (ii) uses commercially reasonable efforts to promptly correct such failure or delay in performance.

(f) Notices. Any notice required or permitted to be given pursuant to this Agreement shall be valid only if in writing and shall be deemed to have been duly given (i) when personally delivered, (ii) when transmitted by fax if confirmation of receipt is printed out on the sending fax machine, or (iii) three business days after being mailed by certified mail, postage prepaid, addressed to the party receiving notice at the address listed in the opening paragraph of this Agreement, unless that party otherwise notifies the parties in accordance with this Section of a change of address.

(g) Survival. Any provisions of this Agreement, including but not limited to Section 3, 5, this Section, and any other provisions which by their very nature are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement and will inure to the benefit of and be binding upon the parties hereto.

(h) Third Party Beneficiary. The parties acknowledge and agree that Skyward shall be an express third-party beneficiary of this Agreement entitled to enforce the provisions hereof as if a party hereto, provided that Skyward shall not have any duties under this Agreement or any liabilities arising therefrom.

(i) Counterparts and Signatures. The undersigned warrant and represent that they have the legal authority to execute and deliver this Agreement on behalf of the parties hereto. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that original signatures of a party transmitted by facsimile or in portable document format (pdf) or electronic signatures affixed to this Agreement shall be as valid as an original signature of such party to this Agreement. If this document is

executed by electronic signature, both parties agree that their electronic signature is legally binding and shall have the same validity and meaning as a hand written signature and neither party will contest the validity of their respective electronic signature, or claim that it is not legally binding.

The undersigned, being duly authorized representatives of the parties to this Agreement, do hereby agree to the terms and conditions of this Agreement.

HOST: LICENSEE:

By:

Name: Jeff Zilln

Title: VP of Op

Date:

**This draft contract is provided for informational purposes only.**

*Only a contract officially signed by Skyward will be valid to complete the sale.*

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**DATA PRIVACY ADDENDUM**

This Data Privacy Addendum (this "**Addendum**") is hereby made a part of that certain Software Hosting Services Agreement between the parties (the "**Agreement**") and shall govern the transmission, use, storage, and disposal of all Personal Data (as defined herein) between the parties. All capitalized terms not otherwise defined in this Addendum shall have the meaning assigned to them in the Agreement.

1. Definitions.

(a) "**Data Subjects**" means Licensee's students and/or employees who have their Personal Data inputted into the Skyward Products or otherwise provided to Host pursuant to the terms and conditions of the Agreement.

(b) "**De-Identified Data**" means data or information that has been anonymized, de-identified, and any Personal Data has been removed or obscured, or represents anonymous usage data regarding use of the Skyward Products.

(c) "**End Users**" means the Data Subjects, the parents or legal guardians of Data Subjects, or Licensee's employees who have access to Personal Data through the use of the Skyward Products.

(d) "**Personal Data**" means all: personal identifiers such as name, address, phone number, date of birth, social security number, and student, personnel, or other identification number; "personally identifiable information" and student "education records" as those terms are defined in the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended ("**FERPA**") or applicable state law; "personal information" as that term is defined in the Children's Online Privacy Protection Act of 1998 ("**COPPA**"); "personal information" as that term is defined in the Protection of Pupil Rights Amendment ("**PPRA**"); "personally identifiable information" as that term is defined in the Individuals with Disabilities Education Act, as amended ("**IDEA**"); and "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("**HIPAA**").

(e) "**Process**," **Processing**" or "**Processed**" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaption, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(f) "**Security Incident**" means actual (i) loss or theft of Personal Data; or (ii) unauthorized use, disclosure, acquisition, alteration, transmission or acquisition of Personal Data.

(g) "**Sub-Processor**" means a party other than Host or Licensee, who Host has contracted with to Process Personal Data, with Licensee's prior written consent.

2. Processing of Personal Data.

(a) Purpose Limitation. Host will only Process Personal Data on behalf of and in accordance with this Agreement or Licensee's written instructions. Host will not use Personal Data for any other purpose other than as explicitly specified in this Agreement, as otherwise requested by Licensee or as required by law or a court of competent jurisdiction. Host will treat Personal Data as confidential information and impose confidentiality obligations on all Host personnel who Process Personal Data. If any applicable law requires Host to conduct Processing that is or could be construed as inconsistent with Licensee's instructions, Host will notify Licensee hereof promptly, unless this notification is prohibited by law.

(b) Data Ownership and License. Licensee is the owner of all Personal Data and Host will have no ownership rights or interest in such Personal Data. Notwithstanding the foregoing, Licensee grants Host and its Sub-Processors (if any) a limited, nontransferable, fully-paid, royalty-free, non-sublicenseable, nonexclusive right during the term of the Agreement to Process, use, reproduce, modify, prepare derivative works of, perform, display, transmit, make, have made and import any Personal Data provided by Licensee to Host or its Sub-Processors (if any) in connection with the performance of its obligations under the Agreement, or as otherwise directed by Licensee.

(c) Collection of Technical Data. Licensee agrees that Host may collect and use De-Identified Data and other technical data and related information, including but not limited to technical information about Licensee or its End Users' use of the Hosting Services, that is gathered periodically to monitor the health of Licensee's database and to facilitate the provision of updates to the Hosting Services, product support, and other services to Licensee related to the Hosting Services or Host's business. Host may use this information to operate, provide, improve and develop the Hosting Services its technologies and business operations, and for such other purposes described in the Agreement. Provided however, Host agrees that such data shall not include any Personal Data.

(d) Advertising Prohibition. Host will not use or sell any Personal Data to (i) market or advertise to Licensee's End Users; (ii) inform, influence, or enable marketing, advertising, or other commercial efforts by Host or any third party; or (iii) develop a profile of a Data Subject, for any commercial purpose other than performing its obligations under this Agreement.

3. Access to Data.

(a) End User Access. Licensee shall establish reasonable procedures by which its End Users of the Skyward Products may view Personal Data, make requests related to corrections of Personal Data, and transfer Personal Data. In the event Host receives any requests from Licensee's End Users to view any Personal Data, make any corrections to Personal Data, or transfer Personal Data, Host will refer such End User requests to Licensee.

(b) Third Party Requests. Unless prohibited by applicable law, Host will promptly notify Licensee of any (i) request for access to any Personal Data from any regulatory body, governmental official or other third party; (ii) warrant or subpoena; or (iii) other request received by Host regarding any Personal Data. Host will reasonably cooperate with Licensee regarding any such third party requests.

(c) Rights of Data Subjects. Host will assist Licensee as requested with responding to Data Subjects' requests to exercise their rights under applicable data protection laws and regulations, which may include, without limitation, rights of access, correction, amendment, blocking and deletion. Host will notify Licensee promptly if it receives any such request or claim from a Data Subject relating to Personal Data or Host's Processing thereof.

4. Compliance with Applicable Laws. Host will comply with all applicable federal, state and local laws with respect to the use and disclosure of Personal Data, including but not limited to the laws of any jurisdiction from which the Personal Data originates.

(a) Family Educational Rights and Privacy Act. The parties expect and anticipate that Host may receive Personal Data that includes "personally identifiable information" or "education records" as defined by FERPA from Licensee only as an incident of Host's performance of its obligations under the Agreement. In the event Licensee provides Host with Personal Data that includes "personally identifiable information" or "education records" as defined by FERPA, Host shall be deemed a "school official determined to have a legitimate educational interest" under 34 CFR 99.31(a)(1), as provided by Licensee's policies and procedures.

(b) Health Insurance Portability and Accountability Act. In the event that Host receives any Personal Data that constitutes "protected health information" as that term is defined by HIPAA, in addition to the terms and conditions of this Addendum, Host and Licensee may enter into a HIPAA Business Associate Agreement acceptable to both parties, providing for the protection of such personal health information as required by HIPAA.

5. Transfer of Data.

(a) United States. Host will not store or transfer Personal Data outside of the United States without the prior express written consent of Licensee, establishing a legal basis for such transfer and taking such steps as Licensee may require to ensure that the transfer meets the requirements of applicable law. If Host discovers or reasonably believes that any Personal Data has been or is being Processed in jurisdictions other than the United States, Host will provide prompt notice to Licensee.

(b) Sub-Processors. Host will not subcontract any of its rights or obligations under the Agreement without the prior express written consent of Licensee. In the event Host, with the consent of Licensee, subcontracts its obligations under the Agreement, it will do so only by way of a written agreement with its Sub-Processor that imposes the same privacy and security obligations, as well as confidentiality obligations on the Sub-Processor as are contained in this Addendum. Notwithstanding the foregoing, Host shall have no obligation to enter into any such agreements and shall not be responsible for any third parties to which Licensee or its End Users transmit Personal Data without Host's express prior written consent.

(c) Secured Transmissions. Host and Licensee each agree to maintain security protocols that meet industry standards in the transfer or transmission of any Personal Data.

6. Security.

(a) Security Program. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of data subjects, Host will maintain or cause to be maintained a reasonable and commercially feasible information security program that complies with all applicable laws and is designed to reasonably maintain the security and confidentiality of all Personal Data. Host shall, upon reasonable request from Licensee, provide Licensee with a written summary of the procedures its uses to maintain the privacy, security, and confidentiality of Personal Data.

(b) Security Measures. Host will take appropriate and commercially reasonable measures, including without limitation, administrative, physical, technical (including electronic), and procedural safeguards. Host will ensure that Personal Data is only available to Host personnel who have a legitimate business need to access the Personal Data, who are bound by legally enforceable confidentiality obligations, who have received training on applicable data protection policies and procedures, and who will only process the Personal Data to perform the Hosting Services.



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(c) Security Incident Response. Host and Licensee will each promptly and without undue delay, notify the other party of any Security Incident of which they become aware. The notice will summarize in reasonable detail (i) the nature of the Security Incident; (ii) whether Personal Data has been lost, stolen or compromised, if known; (iii) the party's appraisal of the consequences of the Security Incident; (iv) the cause of the Security Incident, if known; (v) any corrective action taken or to be taken by Licensee or Host; and (vi) any internal point(s) of contact responsible for managing or responding to the Security Incident. Host and Licensee will promptly take all necessary and advisable corrective actions and will cooperate fully with the other party in all reasonable and lawful efforts to prevent, mitigate, or rectify such Security Incident.

(d) Security Incident Notification. The parties will consult with one another on the content of any mandated communications in association with a Security Incident. Except for mandated communications, the content of any external filings, communications, notices, press releases or reports to be issued related to any Security Incident must be promptly reviewed and approved by both Licensee and Host prior to any publication or communication, and such approval shall not be unreasonably withheld, conditioned or delayed. In the event of a Security Incident, if Licensee or Host determines that such Security Incident must be disclosed or reported to a third party, including individuals or governmental authorities, Host will reasonably cooperate with Licensee in fulfilling Licensee's reporting and disclosure obligations.

7. Reimbursement of Information Disclosure Costs.

(a) Reimbursement. Subject to the limitations of liability described in this Addendum and the Agreement, Host will reimburse Licensee for all uninsured direct out of pocket and commercially reasonable costs it incurs in providing notifications and credit monitoring services to individuals, each as and to the extent required by applicable law (collectively the "**Information Disclosure Costs**"), arising from a Security Incident, to the extent such Security Incident was directly caused by the negligence or willful misconduct of Host; provided however, Host shall not be responsible for any such Information Disclosure Costs unless Licensee has promptly notified Host of any Security Incident resulting in possible Information Disclosure Costs and Licensee has used its best efforts to minimize such breach or disclosure and the Information Disclosure Costs associated therewith, as required by Section 6 above.

(b) Limitations. Notwithstanding anything contained herein to the contrary, Host will not be liable for, and shall have no obligation to reimburse Licensee for its Information Disclosure Costs to the extent the Security Incident was caused (i) in whole or in part by the negligence or willful misconduct of Licensee or its employees, agents or End Users; (ii) by Licensee's failure to operate the Hosting Services in compliance Host's recommended policies and procedures; or (iii) by Licensee's failure to comply with applicable law and follow industry standard security protocols with respect to Licensee's use of the Hosting Services and/or protection of Personal Data.

8. Personal Data Retention, Return and Deletion. Host will not retain Personal Data any longer than is reasonable necessary to accomplish the intended purposes for which the Personal Data was provided to Host pursuant to the Agreement and to comply with law and enforce its contractual rights. When Personal Data is no longer necessary for the purposes set forth in the Agreement or promptly upon the expiration or termination of the Agreement, whichever is earlier, or at an earlier time as Licensee requests in writing, Host will (a) provide Licensee, in an industry standard format selected by Host, a copy of all or, if specified by Licensee, any part of the Personal Data; and (b) destroy all, or if specified by Licensee, any part of the Personal Data in Host's possession in a manner in accordance with applicable law, for example in the case of protected health information, using a secure overwrite utility that will overwrite the Personal Data with random information rendering the Personal Data unrecoverable, or in the case of protected health information stored on paper, CD, DVD, Blu-ray and magneto-optical devices, destroying it by pulverizing, cross-cut shredding, pulping or burning. Host will provide a certification of destruction if requested. In the event applicable law does not permit Host to comply with the delivery or destruction of the Personal Data as provided in this section, Host warrants that it will ensure the confidentiality of the Personal Data and that it will not use or disclose any Personal Data at or after the termination or expiration of the Agreement, except as required by law or to protect its valid interests. Notwithstanding the foregoing, the duty of Host to delete Personal Data pursuant to this section shall not extend to any De-Identified Data or Personal Data that was placed in emails or other medium by Licensee or its employees, agents or End Users and was not properly de-identified prior to transmission to Host.

DRAFT

**MEMORANDUM**

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| **TO:** | Board of Education |
| **THRU:** | Josh Guymon, Superintendent |
| **FROM:** | Casey Wise \| Director of Technology |
| **DATE:** | October 13, 2025 |
| **RE:** | Adoption of a District AI Policy |

## ISSUE:

Artificial Intelligence (AI) is becoming an integral part of education, offering both opportunities and challenges. Without clear district guidance, staff and students may face inconsistent expectations, privacy concerns, and risks of misuse. A district policy is needed to ensure AI is used responsibly, equitably, and in alignment with our educational mission.

## BACKGROUND:

At the February 19, 2024 board meeting, Technology provided an overview of what Artificial Intelligence is and outlined its uses in public education. In July of 2024, the board reviewed a proposed policy and tabled a vote to approve it at that time. There were further discussions with Board members in August of 2024, but no decision was made to reintroduce a modified policy for review.

## ALTERNATIVES:

- Option 1 - Approve the attached proposed AI Policy
- Option 2 - Do not approve the proposed policy

## RECOMMENDATION:

Approve the Proposed AI Policy

We recommend the Board adopt the proposed AI policy. Developed by the Technology Department in collaboration with the Instructional Department and informed by district policies statewide and nationally, the policy provides clear expectations for staff and students, promotes responsible use of AI tools, and establishes a baseline aligned with key elements of the national executive order on AI in public schools.

## FISCAL NOTE:

The adoption of this policy does not have any financial impact.

## ATTACHMENTS:

- USD-457 Artificial Intelligence Policy

# USD-457 Artificial Intelligence Policy

## Purpose and Philosophy

At USD 457, Artificial Intelligence (AI) is a tool to enhance, not replace, teaching. We use AI to support rigorous instruction while upholding personalized and equitable education. By streamlining tasks, AI frees teachers to focus on students, while this policy safeguards privacy, promotes academic integrity, and fosters critical thinking and digital literacy for success in an AI-driven world.

## Scope

This policy applies to all AI technologies accessed or utilized within USD 457 for school-related activities, whether on school grounds or through school-provided devices and networks. It covers all students, staff, administrators and applies to current and future AI technologies.

## Core Principles

**Human-Centered Education:** AI complements but never replaces human instruction, judgment, and relationship-building in education.

**Academic Integrity:** AI must enhance learning while maintaining rigorous standards of original student work and honest academic practices.

**Privacy and Security:** All AI tools must comply with federal and state education laws, including FERPA, COPPA, ADA, Section 504, and Title VI/IX.

**Equity and Fairness:** All AI tools will be scrutinized for bias and implemented to ensure equitable access and outcomes for all students.

**Transparency and Oversight:** Human professionals maintain final decision-making authority, particularly for high-stakes determinations.

## Prohibited Uses

**Violate privacy:** Collect, store, or analyze identifiable student data without explicit authorization. Staff and students are prohibited from entering student names, photographs, likenesses, social security numbers, government identifiers, assessment scores, grades, disciplinary records, special education or health information, passwords, credentials, non-public district documents, personal contact information, or financial information into AI tools.

**Make high-stakes decisions without oversight:** Determine student academic progression, assign final grades, impose disciplinary actions, or conduct staffing evaluations without substantive human review and prior administrative approval.

**Replace human educators:** Serve as a substitute for direct instruction, mentorship, or student-teacher relationships.

**Promote bias or discrimination:** Perpetuate inequities based on race, gender, socioeconomic status, ability, or other protected characteristics.

**Create harmful content:** Generate false, misleading, defamatory, harassing, bullying, or threatening content about individuals; impersonate others; or access/disseminate inappropriate material.

**Bypass academic integrity:** Enable plagiarism or cheating. Students may not submit AI-generated work as their own original creation.

**Consequences for Misuse:** Violations of this policy will be addressed under existing student academic honesty policies, staff professional standards, or district disciplinary procedures, as applicable.

## Professional Development and Support

The district commits to providing:

- Targeted training and workshops on appropriate and ethical AI use
- Dedicated IT and instructional support for seamless integration
- Peer learning opportunities and regular updates as technology evolves

## Review

This policy will undergo annual review to adapt to technological advancements and evolving educational needs. This ensures AI remains a beneficial and powerful educational tool in our schools that fosters innovation, critical thinking, creativity, and digital literacy while maintaining the highest educational standards.

## Conclusion

USD 457 affirms that Artificial Intelligence (AI), when used responsibly, is a powerful tool to enhance teaching, learning, and operations. By safeguarding privacy, ensuring equity, upholding human judgment, and promoting digital citizenship, the district prepares students and staff to thrive in an AI-driven world. Our approach aims to empower educators, equip students with critical AI skills, and ensure ethical, secure implementation across the district. By integrating AI thoughtfully, Garden City Public Schools commits to creating an inspiring learning environment and preparing students to be capable, ethical leaders of the future.

## Guidelines for Student Use

The responsible use of AI by students in the PreK-12 educational setting is essential for fostering a safe, ethical, and productive learning environment. By adhering to this policy, students will be better equipped to leverage AI technologies while respecting the norms and values of our school community.

**Educational Purpose Only:** Students may use AI tools exclusively as directed by teachers. AI should enhance, not replace, learning.

**Disclosure Required:** When AI assists with assignments, students must disclose its use, explain how it supported their learning, and provide proper citation.

**Ethical Standards:** Students must respect intellectual property rights, privacy norms, and academic honesty. AI-generated work must not be presented as the student's original creation.

**Safety and Respect:** Students must not share personal information with AI tools or use AI to harm, harass, or threaten others.

**Critical Evaluation:** Students must verify AI-generated information using reliable sources, as AI can produce inaccurate, biased, or misleading content.

## Guidelines for Staff Use

The responsible use of AI by staff in the PreK-12 educational setting is essential for fostering a safe, ethical, and productive learning environment. By adhering to this policy, staff will be better equipped to leverage AI technologies while respecting the norms and values of our school community.

**Instructional Enhancement:** AI may supplement but not replace curriculum delivery. Educators retain primary responsibility for instruction and student interactions.

**Additional Tasks:** Administrative tasks (e.g., scheduling, drafting communications), professional productivity (e.g., data analysis), with guidance that staff remain responsible for accuracy and appropriateness.

**Student Use:** Students may use AI in classroom settings according to the teacher’s classroom/assignment policy.

**Academic Integrity Enforcement:** When investigating suspected policy violations, AI detection tools shall not be the sole basis for findings, as these tools are unreliable. Multiple evaluation methods and professional judgment are required. Educators should first engage students in conversation about expectations.

**Equitable Access:** When assignments permit AI use, tools must be made available to all students during school hours to ensure no student is disadvantaged by lack of home access.

## Roles and Responsibilities

**Teachers:** Thoughtfully integrate AI tools into instruction, monitor student use, model responsible practices, and maintain primary responsibility for teaching and assessment.

**Students:** Use AI only as directed, disclose and cite AI use, verify accuracy of AI-generated content, and protect personal information.

**Administrators:** Provide clear guidelines, ensure resources for implementation, evaluate impact on learning outcomes, approve AI use for high-stakes decisions, and handle violations of the AI use policy.

**MEMORANDUM**

**TO:** Board of Education
**THRU:** Josh Guymon, Superintendent
**FROM:** Drew Thon, Deputy Superintendent
**DATE:** 10/13/2025
**RE:** BOE Policy IHF Graduation Requirements

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## ISSUE:

The Board of Education is asked to consider and approve New Board policy GATA Employee Electronic Media Policy Standards of Conduct. This will be a first read and it will return for approval on the consent agenda on 10/30/2025.

## BACKGROUND:

This would be a new policy and is intended to provide guidance to staff and administration around expectations for all electronic media. This policy was originally introduced in 2012, but there is no record of it being implemented in the district, so we are presenting with the hope of adoption now.

## ALTERNATIVES:

1. Approve the policy update
2. Deny and continue without a policy

## RECOMMENDATION:

Approve policy GATA

## FISCAL NOTE:

Not applicable

## ATTACHMENTS:

Policy GATA Employee Electronic Media Policy Standards of Conduct

**Employee Electronic Media Policy Standards of Conduct** **GATA**

These guidelines identify the acceptable boundaries for USD-457 employees to communicate through electronic media with USD-457 students. An employee is not subject to these limitations when the employee has a family relationship with the student.

DEFINITIONS

The following definitions apply for purposes of this regulation:
"Electronic Media" includes, but is not limited to, the use of cell phones, text messaging, instant messaging, electronic mail, web logs (blogs), electronic forums, video sharing web sites, editorial comments posted on the internet, social network sites and all forms of telecommunication.

"Communicate/Communication" is defined as the conveying of information via one-way communication as well as a dialogue between two or more people. Unsolicited contact initiated by a student through electronic media does not constitute communication.

"Employee" is defined as any person employed by Unified School District 457 or who is responsible for the supervision of a district sponsored extracurricular activity.

GUIDELINES FOR ACCEPTABLE USE OF ELECTRONIC MEDIA:

1. Any and all communications will be limited to matters that directly relate to the employee's professional duties.
2. Employees should assume that electronic communication as described in this policy is public information.
3. In order for employees to communicate with USD-457 students through social networking sites, employees must establish a separate, independent professional page, which is accessible to administration and parents as well as students.
4. Electronic media communication between the employee and student(s) may not occur prior to 6:00 a.m. or after 10:00 p.m. This limitation does not apply to public posts.
5. The employee must comply with records retention and destruction requirements.
6. The employee is subject to applicable state and federal laws including confidentiality, local policies, administrative regulations, and the Code of Ethics and Standard Practices for Kansas Educators.
7. If administration is conducting an investigation into allegations of employee misconduct, an employee must provide requested information regarding methods and contents of electronic media communications.
8. Employees may not use scheduled work time to engage in electronic communication which is not job related.

PERSONAL ACCOUNTS

Employees will be held to the same professional standards in their public use of their personal electronic media accounts as they are for any other public conduct. If an employee's use of electronic media interferes with the employee's ability to effectively perform his/her job duties, the employee is subject to disciplinary action up to and including termination of employment.

**Any employee violating the policy will be subject to discipline in a manner deemed appropriate by administration or the Board of Education.**

BOE Approved: 7/23/2012