Regular Board of Education Meeting

Monday, June 3, 2024 6:00 PM
Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846

A. **PLEDGE**
B. **SILENT REFLECTION**
C. **APPROVAL OF AGENDA - with the following amendments:**
1. Add Item D; MEETINGS OF NOTE
2. Additional certified and classified personnel actions for consideration, Item# F.3

D. **MEETINGS OF NOTE**
1. BOE Policy Review Meeting - June 4, 2024. The meeting will be divided into one sessions between 8:30 am to 12:30 pm in Conference Room A at the Educational Support Center. Three board members may be present at each session.
2. Boundary Study Subcommittee Meetings - 1:30 pm - 3:30 pm in Conference Room A at the Educational Support Center. Three board members may be present.
    - June 12, 2024
    - June 26, 2024
    - July 10, 2024

E. **DELEGATIONS, Q & A, PUBLIC COMMENTS, RECOGNITIONS, COMMITTEE REPORTS**
F. **CONSENT AGENDA**
1. Minutes
a. Minutes of the May 20, 2024, Regular Board of Education Meeting
2. Accounts Payable totaling $497,121.07 noting that all major accounts contain adequate balances to meet current obligations.
3. Personnel
a. Certified
b. Classified

G. **UNFINISHED BUSINESS**
1. KASB Renewel - Kansas Association of School Boards annual membership renewal for the 2024-24 year - in the amount of $18,124.94

H. **NEW BUSINESS**
1. The Board of Education is asked to consider and approve a quote for AVID membership and AVID Weekly Secondary supplemental materials - in the amount of $15,552.00.
2. The Board of Education is asked to consider and approve the continuation of Read 180, an existing curriculum resource, in the amount of $57,380.00 and professional development - in the amount of $7,560.00.
3. The Board of Education is asked to consider and approve a quote from Bullseye in the amount of $30,000.00.
4. The Board of Education is asked to consider and approve the Procurement Plan, Meal Charge Policy, and meal price changes for the 2024-25 school year.
5. The Board of Education is asked to consider and approve a quote for elevator drive replacement at Abe Hubert Elementary School - TKE Elevator Corporation - in the amount of $29,674.24
6. The Board of Education is asked to consider and approve a bid for replacement of HVAC at Transportation office - Tatro - in the amount of

$162,634.00.

I. **BOARD OPEN DISCUSSION**

- **Robin Bergkamp**
- **Andy Fahrmeier**
- **Nathan Haeck**
- **Randy Ralston**
- **Mark Hinde**
- **John Wiese**
- **Jackie Gigot**
- **Dr. Dominguez**

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:**

1. Matters relating to employer-employee negotiations, whether or not in consultation with the representative or representatives of the body or agency.

L. **ADJOURNMENT**

M. **ACCOUNTS PAYABLE REVIEW - Mark Hinde and Randy Ralston**

DRAFT MINUTES *DRAFT*

Regular Board of Education Meeting

Garden City Public Schools USD 457

Monday, May 20, 2024 - 6:00 PM

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

The Board of Education of Garden City USD 457 met for a Regular meeting on Monday, May 20, 2024, at 6:00 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 Superintendent, Dr. Mike Dominguez. Also in attendance were Dr. Maria Gomez-Rocque, Deputy Superintendent; Josh Guymon, Assistant Superintendent; and Jessica Nothern, Chief Financial Officer.

John Wiese called the meeting to order at 6:00 P.M.

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

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

C.**APPROVAL OF AGENDA with the following amendments:**
That the Board of Education approve the meeting agenda with the following amendments:

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

This motion, made by Jackie Gigot and seconded by Robin Bergkamp, Carried.

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

Yea: 7, Nay: 0

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

Public comment was made by Rebecca Burnfin, regarding the Resist group. She was given five minutes to present her information.

D.1.Recognition of Ronald McDonald House (Wichita) Pop Tab Challenge winning school - Georgia Matthews Elementary School - Janet Reed and Amy Burch

Janet Reed and Amy Burch presented the traveling trophy to Josh Guymon on behalf of Georgia Matthews Elementary School.

D.2.Building Presentation - Jennie Wilson Elementary School - Melinda Stewart, Principal, staff, and students, presented academic information and talked about how Capturing Kids' Hearts has been a successful program at Jennie Wilson Elementary School over the last two years.

E.**CONSENT AGENDA**

That the Board of Education approve all consent agenda items as amended. This motion, made by Jackie Gigot and seconded by Mark Hinde, Carried.

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

Yea: 7, Nay: 0

E.1.**Minutes**

E.1.a.Minutes of the May 6, 2024, Regular Board of Education Meeting – approved as presented.

E.2.**Accounts Payable** totaling $8,309,266.07, noting that all major accounts contain adequate balances to meet current obligations – approved as presented.

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

E.3.a.**Certified:**

Retirements: Kristine Carr

Resignations: Vita De La Rosa, Brandon Neeb, Sarah Neeb, Ana Urrutia

Appointments: Tylee Biera, Lavina Cudog, Annette Doll, Marina Guardiola, Luisa Hopkins, Rebecca Kilgore, Sofia Montoya Ortiz, Julia Thornburg, Abbie Zimmerman

Transfers:

- Nathaniel Bailey – from business/computer position at Garden City High School to physical education position at Garden City High School.
- Kelly Kinyon – from adaptive/interrelated position at Abe Hubert Elementary School and Edith Scheuerman Elementary School to adaptive/interrelated position at Edith Scheuerman Elementary School.
- Beatriz Martinez – from physical education position at Bernadine Sitts Intermediate Center to mathematics position at Garden City High School.
- Ashley Partin – from second grade position at Victor Ornelas Elementary School to third grade position at Victor Ornelas Elementary School.
- Rebecca Plude – from third grade position at Georgia Matthews Elementary School to second grade position at Georgia Matthews Elementary School.
- Brian Nelson – from English language arts position at Garden City High School to business/computer position at Garden City High School.
- Celeste Rundell-Biernacki – from third grade position at Victor Ornelas Elementary School to fourth grade position at Victor Ornelas Elementary School.

POSITION REQUESTS:

Gina Galpin, special education director, is requesting the following position changes for the 2024-25 school year:

- Open adaptive/interrelated position at Abe Hubert Elementary School and Georgia Matthews Elementary School.
- Close 1.0 adaptive/interrelated position at the Therapeutic Education Program.
- Move .50 adaptive/interrelated position at Abe Hubert Elementary School to Edith Scheuerman Elementary School.

Drew Thon, chief human resources officer, is requesting the following position changes for the 2024-25 school year:

- Open 1.0 mathematics position at Garden City High School.
- Open 1.0 family and consumer science position at Horace Good Middle School.
- Close 2.0 interventionist positions that are currently vacant.
- Open 1.0 orchestra position to be combine with current FTE for grades 5-12.
- Open 1.0 special education position at Garden City High School.
- Close 2.0 interventionist positions that are currently vacant.

TUITION REIMBURSEMENT AGREEMENTS:

Christopher Ligan – National Board Certification
Courtney Main – Master's Degree
Cynthia Marsh – Master's Degree
Jennifer Simmons – Master's Degree

OTHER:

Drew Thon, chief human resources officer, is requesting to update/add the following job descriptions for the 2024-25 school year:

- District Instructional Coach
- Middle School Associate Principal
- Activities Facilitator (New)

E.3.b.**Classified:**

Resignations: Esmeralda Alvarado, Pamela Paasch, Floriberta Martinez-Rojo, Valarie Renae Terrazas

Terminations: Dalton James Claussen

Transfers:

- Matthew E. Dunlap from Bus Driver at Transportation to Substitute Bus Driver at Transportation

E.4.**Other**

E.4.a.The Board of Education is asked to consider and approve the continuation of Renaissance Learning, an existing curriculum - Renaissance in the amount of $128,240.00 – approved as presented.

F.**BOARD REPORTS**

F.1.**Engage After School Program** Jamie Schweer, Engage After School Program Coordinator, and Engage staff, presented information on the following:

- 21st Century Grant Sites
- Grant Partnerships
- Staffing
- Early Reading (K-1st)
- Early Math (K-1st)
- Community Service Projects
- Family Nights
- Staff Collaboration
- Grant Details
- Student Attendance
- Focus of the Program
- aReading (2nd-4th)
- aMath (2nd-4th)
- Learning in the Works
- Staff Involvement
- Community Partners
- Upcoming Summer Camp

Board members' questions were answered.

G.**NEW BUSINESS**

G.1.**The Board of Education is asked to consider and approve the Southwest Plains Interlocal Agreement -** Heather Stegman, Director of Instruction presented the following information:

SWPRSC is a resource used at all levels throughout the district. Some of the benefits it provides to USD 457:

Services: During the 2023-2024 school year, SWPRSC provided Praxis Prep sessions for both Elementary Praxis as well as the ESOL Praxis to help teachers prepare for licensure exams. We contracted for professional development support for the following groups:

- Early childhood center
- Paraprofessionals
- New teachers
- Core classroom teachers
- Elementary Counselors
- New Instructional Coaches

Resources: Some of the resources we contracted include instructional coaching for Garden City Achieve, eWalkthrough tools and training, support and training in standards-based grading, as well as support and feedback for principals in completing their KSSTAR reports.

Collaboration: SWPRSC hosts collaborative opportunities for leaders to learn and discuss information that is essential to a successful school system. Collaborative groups our staff have participated in include:

- Superintendents Council
- ESOL Coordinator
- Technology Directors
- CTE Coordinator

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

I move to approve Garden City Public Schools USD 457 being a Member at Southwest Plains Regional Service Center for a five-year term commencing on July 1, 2024, and continuing through June 30, 2029. This motion, made by Randy Ralston and seconded by Nathan Haeck, Carried.

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

Yea: 7, Nay: 0

Nathan Haeck left the board meeting room at 6:53 P.M. and returned at 6:54 P.M.

G.2.**The Board of Education is asked to consider and approve the following Curriculum Council items:**

G.2.a.New Course - Virtual Success Strategies
G.2.b.New Course - Middle School Computing Systems
G.2.c.New Course - Middle School Computer Graphics
G.2.d.New Course - Intro to Leader in Me at Garden City Achieve

Suzette Goldsby-Lewis, Curriculum Council Chair, presented information on the new courses to be offered. Board members' questions were answered. The following action took place.

I move to approve the Curriculum Council items as presented. This motion, made by Randy Ralston and seconded by Robin Bergkamp, Carried.

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

Yea: 7, Nay: 0

G.3.**The Board of Education is asked to consider and approve the TNTP Gradual Release Quote - in the amount of $77,995.00** - Dr. Maria Gomez-Rocque, Deputy Superintendent, presented the following information:

The New Teacher Project, TNTP, consultants have been in the district for the past there years. The focus has been on literacy. The TNTP services have been funded mostly with ESSER funds. With the funds depleted, we cannot sustain their services. A plan for gradual release has been created that will take the district through November of 2024.

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

I move to approve the TNTP Gradual Release quote as presented. This motion, made by Nathan Haeck and seconded by Randy Ralston, Carried.

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

Yea: 7, Nay: 0

Andy Fahrmeier left the board meeting at 7:12 P.M.

G.4.**The Board of Education is asked to consider and approve a Memorandum of Understanding between Garden City Public Schools USD 457 and SparkWheel, Inc. for the 2024-2025 and 2025-2026 school years in the amount of $30,000.00** - Dr. Maria Gomez-Rocque, Deputy Superintendent, and Whitney Linenberger, Associate Principal at Garden City High School, presented the following information:

GCHS has partnered with SparkWheel for over a decade. SparkWheel provides direct services to students and families in need of support in the areas of; academics, life skills development, positive behavior supports, and attendance. SparkWheel also facilitates the annual Future Now Finance event that brings in community members to engage with students as they explore careers and personal finance.

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

I move to approve the MOU between Garden City Public Schools USD 457 and SparkWheel, Inc. as presented. This motion, made by Jackie Gigot and seconded by Mark Hinde, Carried.

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

Yea: 6, Nay: 0

G.5.**The Board of Education is asked to consider and approve a quote from Xello for the period of Jul 1, 2024 to June 30, 2025, in the amount of $12,635.75** - Dr. Maria Gomez-Rocque, Deputy Superintendent, and Whitney Linenberger, Associate Principal at Garden City High School, presented the following information:

Xello is the platform used for all 7th - 12th grade students' Individual Plans of Study in Garden City Public Schools. The platform includes career guidance and exploration activities, lessons for future planning, and a large database of post-secondary education opportunities. Xello has been used in the district since 2017, Xello was formerly known as Career Cruising which was used in USO #457 as well.

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

I move to approve the quote from Xello as presented. This motion, made by Randy Ralston and seconded by Nathan Haeck, Carried.

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

Yea: 6, Nay: 0

G.6.**The Board of Education is asked to consider and approve an agreement between Garden City Public Schools USD 457 and Heather T. Forbes in the amount of $15,000.00** - Josh Guymon, Assistant Superintendent

The Board of Education is asked to consider and approve the contract for Heather T. Forbes to provide on-site professional development on August 9, 2024 at the Back-to-School District In-Service.

Board members questions were answered.

I move approve the agreement between Garden City Public Schools USD 457 and Heather T. Forbes as presented. This motion, made by Nathan Haeck and seconded by Mark Hinde, Carried.

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

Yea: 6, Nay: 0

G.7.**Flooring Update and Discussion** - Josh Guymon, Assistant Superintendent

The Board of Education previously approved a flooring project at Gertrude Walker as part of the long-range facility plan. After discussion of repurposing Gertrude Walker in the future, administration is asking for direction on moving forward with the project or moving it to Florence Wilson at no additional cost.

Board members' questions were answered.

I move to continue the flooring project as planned at Gertrude Walker. This motion, made by Randy Ralston and seconded by Jackie Gigot, Carried.

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

Yea: 6, Nay: 0

H.**BOARD OPEN DISCUSSION**

- **Jackie Gigot** stated that she attended the GCHS graduation, that there were a lot of kids, and that it went really well, she stated that she was not able to attend the GC Achieve Graduation, but heard it went great as well.
- **Randy Ralston** stated that he attended the GC Achieve graduation and that the energy in the building was great, and that the GCHS graduation on Sunday was great as well. He stated that he appreciated the Pop Tap presentation and has a great idea to help that program. He stated that he appreciated the Capturing Kids' Hearts presentation and the Melinda Stewart's reputation speaks for itself and that her school always does a great job. He also praised the Engage program and appreciates that the district goes above and beyond to help the kids.

- **Robin Bergkamp** stated that she echoes the praise for the programs that presented tonight and that it's exciting to see the good things the district does and stated that we need to do a better job informing the taxpayers that are helping fund the district so that they can see where their tax money is going and that it is doing good things. She also stated that she attended the Hall of Fame Dinner and that it was great to see the inductees and that the list of former inductees is very impressive. She also stated that it's been a busy month and she appreciates all the hard work being put in by staff as the school year is wrapping up.
- **Nathan Haeck** stated that he agreed with the previous comments and wished a congratulations to the staff and families finishing out the school year. He stated that he appreciates the Resist group at the high school and stated that his daughter is a part of that group. He stated that he has collected pop tabs at his church and will continue to make contributions. He also stated that it is fun to see all the great things going on in the school system.
- **Mark Hinde** stated that he saw big smiles on the faces of the kids in the Capturing Kids' Hearts presentation and stated that we're fortunate to have staff that care about what they're doing and seeing the results in the students. He echoed the same sentiment about the Engage After School Program and stated that you can tell that they are enthused and care about what they do and enjoy what they are doing. He stated that he attended the Hall of Fame Dinner Friday night, and the Achieve and Virtual Academy graduation Saturday and GCHS graduation on Sunday and really enjoyed those events.
- **John Wiese** stated that the Ronald McDonald House is a great resource for people in a time of need and he thanked Janet Reed for her passion and years of service to that program as it transitions over to new leadership. He praised Jennie Wilson's achievement of being Nationally recognized for Capturing Kids' Hearts and for their academic successes. He congratulated Mr. Nordby for the GCHS graduation and Mr. Sullivan for the GC Achieve and the Virtual Academy as well as the Plant Facilities crews for preparing the building for the families and students to come in and celebrate graduations, and thanked them for all the behind-the-scenes hard work.
- **Dr. Dominguez** thanked the Board of Education members for the support on the Ronald McDonald House Pop Tab Program and stated that the program helps families in their time of need. He stated the Capturing Kids' Hearts presentation from Jennie Wilson showed that they are always a class act and always on top of their game. He wished Principal Melinda Stewart the best in her retirement. He stated Leader in Me will be impactful for GC Achieve, he also stated that the Engage Program is important and that Jamie Schweer does a great job of supporting students and staff. He thanked the board for the approval of speaker Heather T. Forbes for Convocation and stated that it will be impactful. He also stated that the Hall of Fame was lovely and that the two individuals that were honored were very impressive.

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

I.1.Matters relating to employer-employee negotiations, whether or not in consultation with the representative or representatives of the body or agency.

Mr. President, I move we go into executive session for 25 minutes, to discuss negotiations for the 2024-25 school year pursuant to the exception for employer-employee negotiations under KOMA, beginning at 7:45 P.M. and the open meeting will resume in the Board Meeting Room at 8:10 P.M. I would like to invite Dr. Dominguez, Josh Guymon, and Jessica Nothern to join us in executive session. This motion, made by Jackie Gigot and seconded by Mark Hinde, Carried.

Bergkamp:	Yea
Gigot:	Yea
Haeck:	Yea

Hinde: Yea
Ralston: Yea
Wiese: Yea
Yea: 6, Nay: 0

Board members returned to the meeting room and the following action took place.

That the Board of Education extend the executive session for 10 minutes beginning at 8:14 P.M. and the open meeting will resume at 8:24 P.M. This motion, made by Nathan Haeck and seconded by Randy Ralston, Carried.

Haeck: Yea
Hinde: Yea
Ralston: Yea
Wiese: Yea
Yea: 4, Nay: 0

Board members returned to the meeting room and the meeting resumed.

I.2.Consultation with an attorney for the body or agency which would be deemed privileged in an attorney-client relationship.

Mr. President, I move we go into executive session for 10 minutes, to discuss a personnel matter with an attorney pursuant to the exception for matters which would be deemed privileged in the attorney-client relationship under KOMA beginning at 8:30 P.M. and the open meeting will resume in the Board Meeting Room at 8:40 P.M. I would like to invite Dr. Dominguez, Josh Guymon and Jennifer Cunningham to join us in executive session. This motion, made by Jackie Gigot and seconded by Mark Hinde, Carried.

Bergkamp: Yea
Gigot: Yea
Haeck: Yea
Hinde: Yea
Ralston: Yea
Wiese: Yea
Yea: 6, Nay: 0

Board members returned to the meeting room and the meeting resumed.

I.3.**Personnel matters for non-elected personnel.**

Mr. President, I move we go into executive session for 10 minutes, to discuss a personnel matter pursuant to non-elected personnel exception under KOMA, to discuss an individual employee's performance, beginning at 8:40 P.M. and the open meeting will resume in the Board Meeting Room at 8:50 P.M. I would like to invite Dr. Dominguez and Drew Thon to join us in executive session. This motion, made by Jackie Gigot and seconded by Randy Ralston, Carried.

Bergkamp: Yea

Gigot: Yea
Haeck: Yea
Hinde: Yea
Ralston: Yea
Wiese: Yea
Yea: 6, Nay: 0

Board members returned to the meeting room and no binding action was taken.

J.**NEXT BOARD MEETING**
The next meeting of the Board of Education will take place on June 3, 2024, at 6:00 P.M. in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas

K.**ACCOUNTS PAYABLE REVIEW** - Andy Fahrmeier and Nathan Haeck

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

That the Board of Education meeting be adjourned at 8:52 P.M. This motion, made by Jackie Gigot and seconded by Robin Bergkamp, Carried.

Bergkamp: Yea
Gigot: Yea
Haeck: Yea
Hinde: Yea
Ralston: Yea
Wiese: Yea
Yea: 6, Nay: 0

Respectfully submitted,

Jennifer Ramos, Clerk

Approved:

John Wiese, President

BOARD OF EDUCATION

Certified Personnel Actions

June 3, 2024

RESIGNATIONS:

Andrea Miller, instructional coach at Alta Brown Elementary School, is submitting her letter of resignation effective May 24, 2024.

Jessie Pinchon, mathematics teacher at Horace Good Middle School, is submitting her letter of resignation effective May 24, 2024.

Nicole Russo, kindergarten teacher at Alta Brown Elementary School, is submitting her letter of resignation effective May 24, 2024.

APPOINTMENTS:

Elida Hernandez, Garden City, Kansas, is recommended for a ninth grade/Edgenuity position at Garden City Achieve effective for the 2024-25 academic year. She is a former USD 457 teacher with ten years' experience.

Reagan Hill, Garden City, Kansas, is recommended for an adaptive/interrelated position at Horace Good Middle School effective for the 2024-25 academic year. She is a former USD 457 teacher with three years' experience.

Christi Lewis, Corpus Christi, Texas, is recommended for an art position at Alta Brown Elementary School and Gertrude Walker Elementary School effective for the 2024-25 academic year. She has sixteen years' experience.

Tyler Meng, Ingalls, Kansas, is recommended for a social studies position at Horace Good Middle School effective for the 2024-25 academic year. He is a former USD 457 teacher with fourteen years' experience.

Cassi Myerhoff, Sanger, Texas, is recommended for a vocal music position at Bernadine Sitts Intermediate Center effective for the 2024-25 academic year. She has seven years' experience.

J. Bryce Myerhoff, Sanger, Texas, is recommended for a vocal music position at Kenneth Henderson Middle School and Horace Good Middle School effective for the 2024-25 academic year. He has fifteen years' experience.

TRANSFERS:

John Ford – from physical education/health position at Garden City High School to activity facilitator position at Garden City High School.

Daniella Garcia – from kindergarten position at Gertrude Walker Elementary School to kindergarten position at Alta Brown Elementary School.

Kathryn Hahn – from social studies position at Horace Good Middle School to family and consumer science position at Horace Good Middle School.

Cheryl Harris – from third grade position at Alta Brown Elementary School to library media specialist position at Alta Brown Elementary School.

Katie Knechtel-Steinle – from kindergarten position at Plymell Elementary School to first grade position at Victor Ornelas Elementary School.

Beatriz Martinez – from mathematics position at Garden City High School to physical education position at Bernadine Sitts Intermediate Center.

Mary Morton – from second grade position at Jennie Barker Elementary School to second grade position at Abe Hubert Elementary School.

Stacy Oller – from fourth grade position at Plymell Elementary School to kindergarten position at Plymell Elementary School.

Amber Potts – from science position at Horace Good Middle School to administrator TOSA position at Horace Good Middle School.

Veronica Reyes – from second grade position at Buffalo Jones Elementary School to library media specialist position at Buffalo Jones Elementary School.

Katrina Unger – from library media specialist position at Plymell Elementary School to first grade position at Plymell Elementary School.

Amber Vigil – from first grade position at Plymell Elementary School to fourth grade position at Plymell Elementary School.

CONTRACT RECOMMENDATION:

Requesting that the recommendation on May 6, 2024 for Allan Garcia be changed from non-renewal to renewal effective for the 2024-25 academic year. Allan has completed testing requirements for Kansas teaching license.

TUITION REIMBURSEMENT AGREEMENTS:

Violet Johnson – Master's Degree

Sompathana Phitsanoukanh – Master's Degree

BOARD OF EDUCATION

Addendum to Certified Personnel Actions

June 3, 2024

RESIGNATION:

Caleb Short, social studies teacher at Garden City High School, is submitting his letter of resignation effective May 24, 2024.

APPOINTMENTS:

Alexa Aldaco, Garden City, Kansas, is recommended for a social studies/science position at Bernadine Sitts Intermediate Center effective for the 2024-25 academic year. She will be an MST participant through Newman University.

Sarah Stucky, Garden City, Kansas, is recommended for an occupational therapist position at Garden City Achieve effective for the 2024-25 academic year.

TRANSFERS:

Angela Denton – from fourth grade position at Alta Brown Elementary School to instructional coach position at Alta Brown Elementary School.

Casey Wise – from instructional technology coordinator position at the Educational Support Center to director of technology position at the Educational Support Center.

POSITION REQUEST:

Whitney Linenberger, Garden City High School associate principal, is requesting the following position changes effective for the 2024-25 academic year:

- Close 1.0 Spanish position at Garden City High School.
- Open 1.0 AVID/Career Exploration position at Garden City High School.

BOARD OF EDUCATION

Classified Personnel Actions

June 3, 2024

TERMINATIONS	POSITION	BUILDING	DATE
Cripsia Dilbert Rivera	Paraprofessional I	Abe Hubert Elementary School	5/9/24
Adelita E. Shaddix	Special Education Paraprofessional I	Florence Wilson Elementary School	5/21/24

RESIGNATIONS	POSITION	BUILDING	DATE
Terren Shane Faurot	Director	Plant Facilities	6/14/24
Aaron Jacobs	Technology II	Horace Good Middle School	5/31/24
Susana Montoya	Nutrition I	Bernadine Sitts Intermediate Center	5/23/24
Elizabeth Trejo Ortiz	Special Education Paraprofessional I	Garfield Early Childhood Center	5/23/24
Renae Nicole Pennington	Special Education Paraprofessional I	Horace Good Middle School	5/23/24
Emily M. Smith	Special Education Paraprofessional I	Bernadine Sitts Intermediate Center	5/23/24
Ashlie Amber Sosa	Paraprofessional I	Bernadine Sitts Intermediate Center	5/23/24

ASSIGNMENTS	POSITION	BUILDING	DATE
Sara Reep	Office Assistant II	Horace Good Middle School	5/28/24

TRANSFERS	FROM	TO	DATE
Alberto Castillo	Head Custodian: Custodian II Buffalo Jones Elementary School	Head Custodian: Custodian II Gertrude Walker Elementary School	5/21/24
Kimberly A. Gossman	Bus Driver Trainer Transportation	Mechanic Transportation	5/24/24

BOARD OF EDUCATION

Classified Personnel Actions Addendum

June 3, 2024

RESIGNATIONS	POSITION	BUILDING	DATE
Donna M. Kitch	Library Paraprofessional I	Alta Brown Elementary School	5/23/24

TRANSFERS	FROM	TO	DATE
Mario Colon	Night Custodian I Garden City High School	Night Custodian II Edith Scheuerman Elementary School	6/3/24
Rosa Carrillo	Sub Custodian Plant Facilities	Custodian I Buffalo Jones Elementary School	6/3/24
Francisca Ortiz	Night Custodian II Edith Scheuerman Elementary School	Head Custodian II Edith Scheuerman Elementary School	6/3/24
Shakira Ruiz	Lead Night Custodian II Garden City High School	Custodian II Buffalo Jones Elementary School	6/3/24

MEMORANDUM

TO: Board of Education
FROM: Dr. Mike Dominguez
DATE: 6/3/2024
RE: Kansas Association of School Boards (KASB) annual renewal

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ISSUE:

Kansas Association of School Boards (KASB) annual membership renewal in the amount of $18,124.94.

This provides the Membership renewal for the 2024-25 year. It also provides a season pass & KASB Plus for the same timeframe. This also allows for the KASB Legal Assistance Fund contract for the same timeframe. Renewal is due by June 30th.

BACKGROUND:

USD 457 have been KASB members for many years and the services are used by the board clerk, assistant board clerk, leadership team, and counsel.

ALTERNATIVES:

1. Vote to approve
2. Do not approve

RECOMMENDATION:

The leadership team recommends that the Board of Education consider and approve the KASB quote for all three options.

FISCAL NOTE:

This quote is a grand total of $18,124.94.

ATTACHMENTS:

KASB Invoice
LAF Invoice
24-25 LAF Contract

Kansas Association of School Boards
1420 SW Arrowhead Road
Topeka, KS 66604-4024
785-273-3600

Invoice

Date	Invoice #
3/5/2024	24626

Bill To

Garden City USD 457
1205 Fleming St
Garden City, KS 67846-4751

Quantity	Description	Rate	Amount
	Option 1		
	Membership Renewal - 2024-25	13,624.94	13,624.94
	Option 2		
	Season Pass & KASB Plus 2024-25 (Optional)	1,750.00	1,750.00
	Membership Renewal - 2024-25 with Season Pass		15,374.94

Membership Dues July 1, 2024 through June 30, 2025

Total $15,374.94

Payments/Credits $0.00

Balance Due $15,374.94

Kansas Association of School Boards
1420 SW Arrowhead Road
Topeka, KS 66604-4024
785-273-3600

Invoice

Date	Invoice #
3/5/2024	24838

Bill To
Garden City USD 457 1205 Fleming St Garden City, KS 67846-4751

Quantity	Description	Rate	Amount
1	KASB Legal Assistance Fund Contract 2024-2025	2,750.00	2,750.00

Be sure to submit signed Legal Assistance Fund contract with your payment.

Total $2,750.00

Payments/Credits $0.00

Balance Due $2,750.00

ADOPTION AGREEMENT
and
LEGAL ASSISTANCE FUND CONTRACT

This Adoption Agreement and Legal Assistance Fund Contract is entered into this 3rd day of June, 2024 by and between the Kansas Association of School Boards Legal Assistance Fund Trust (hereinafter referred to as the "Fund") and Garden City Public Schools (District Name) 457 (USD No.), Finney County, Kansas (hereinafter referred to as the "Participating Board").

WITNESSETH:
That in consideration of the mutual promises herein contained, the Participating Board agrees to participate in the Trust pursuant to the terms and conditions of the Agreement and Declaration of Trust establishing the Kansas Association of School Boards Legal Assistance Fund, which is available upon request. The Participating Board further agrees to make payment to the Fund of Two Thousand Seven Hundred Fifty dollars ($2,750.00), as the legal assistance fund fee for the period of July 1, 2024, THROUGH June 30, 2025, and the Fund agrees to provide the Participating Board with the following initial consultant services:

1. Access to legal counsel through telephone or email communication;
2. Legal research matters relevant and responsive to the needs of Participating Boards;
3. Analysis and interpretation of important court decisions and laws affecting schools;
4. Written memoranda or legal opinions on specific legal questions asked by a Participating Board; and
5. Access to legal resources such as handbooks, toolkits and forms.

The Fund and the Participating Board further agree that in consideration of the continuing consultant services as set forth herein, the Fund agrees to provide to the Participating Board, by legal counsel designated by the Trustees, as set forth in this agreement, legal research, legal representation at administrative hearings and court appearances, on-site legal services, *amicus curiae* briefs and other assistance upon request of the Participating Board, subject to the terms and conditions of the Declaration of Trust establishing the Kansas Association of School Boards Legal Assistance Fund.

_____
Board President or Director

USD or Entity No. 457, Finney County, KS.

_____
Clerk

_____
Kansas Association of School Boards
Legal Assistance Fund

Upon adoption return to: ***Kansas Association of School Boards Legal Assistance Fund***
1420 SW Arrowhead Road, Topeka, Kansas 66604-4024

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Jenny Hands, CTE Coordinator
DATE: June 3, 2024
RE: AVID Membership Quote

ISSUE:

The Board of Education is asked to consider and approve the attached quote for AVID membership and AVID Weekly Secondary supplemental materials.

BACKGROUND:

AVID is a system that has been used to leverage student success at Garden City High School since 2009, and Kenneth Henderson Middle School as well as Horace Good Middle School since 2017. The AVID Weekly supplemental materials allow students enrolled in the AVID elective to access multiple academic resources each week to practice and develop academic skills including writing, inquiry, collaboration, organization and reading.

ALTERNATIVES:

1. Approve the AVID quote.
2. Note approve the AVID quote.

RECOMMENDATION:

The Curriculum and Instruction Department recommends that the Board of Education consider and approve the AVID quote.

FISCAL NOTE:

The membership and AVID Weekly Secondary supplemental materials for the 2024-2025 school year totals $15,552.00

To be paid with account number: 039.E.1000.21.7130.008.01.111

ATTACHMENTS:

- AVID Quote

DocuSign Envelope ID: 769165AA-1F84-459E-BD6F-256AD01CDEC9

AVID Center

Products and Services Quote/Order

Quote/Order #: Q-89299
Client: Garden City Unified School District #457
Address: 1205 Fleming St
Garden City, KS 67846

AVID Center Representative: Julie Osvath
Phone: (858) 654-5115
Email: josvath@avid.org

Effective Date: July 01, 2024

Expiration Date: June 30, 2025

Garden City High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,499.00	$4,499.00
1	AVID Weekly Secondary	$699.00	$685.00
		Garden City High School SUBTOTAL:	**$5,184.00**

Horace J Good Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,499.00	$4,499.00
1	AVID Weekly Secondary	$699.00	$685.00
		Horace J Good Middle School SUBTOTAL:	**$5,184.00**

Kenneth Henderson Middle Sch			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	$4,499.00	$4,499.00
1	AVID Weekly Secondary	$699.00	$685.00
		Kenneth Henderson Middle Sch SUBTOTAL:	**$5,184.00**

TOTAL: $15,552.00

plus all applicable taxes

Additional Comments:

N/A

DocuSign Envelope ID: 769165AA-1F84-459E-BD6F-256AD01CDEC9

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above ("Ts&Cs"). This Quote/Order and any exhibits or attachments hereto, together with the Ts&Cs (including the definitions of terms set forth at https://www.avid.org/Page/3290 or another location on AVID Center's website designated by AVID Center), supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at https://www.avid.org/rest-assured-policy.

AVID Center is committed to assisting Client with a successful implementation. Additional information regarding professional learning registrations is listed below:

- Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees otherwise on this Quote/Order. If other professional learning events are taken instead of SI, prices will be adjusted accordingly upon completion of the training event.
- For each existing site in year 2 and beyond of AVID implementation, Client agrees to enroll one (1) participant into AVID Ignite, unless Client notifies otherwise. If a participant is not enrolled or a registrant does not attend, Client will receive a voucher to be used for AVID Ignite in the following summer after payment has been received.

Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center, a California Non-Profit Corporation 501(c)(3)		Garden City Unified School District #457	
Sign:	_____	Sign:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
Email:	contracts@avid.org	Email:	jhands@gckschools.com

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Monica Diaz, Supplemental Programs Coordinator
DATE: 05/22/2024
RE: Read 180

ISSUE:

The Board of Education is asked to consider and approve the continuation of Read 180, an existing curriculum resource.

BACKGROUND:

Read 180 is an intervention program designed to enhance reading comprehension, academic vocabulary, and writing skills for struggling students. Garden City Public Schools has a history of utilizing this program for 5th-12th grade students who are English as a Second Language learners or in Special Education.

Read 180 is structured into three levels:

1. **Language Launch**: For Newcomer students.
2. **Code**: For students needing support in phonics and phonemic awareness.
3. **Read 180**: For students requiring assistance with reading comprehension.

We have dedicated staff teaching Read 180 in each of our intermediate centers, middle schools, and high school. This program has the capacity to support up to 440 struggling students in grades 5-12.

The cost for teacher and student licenses, as well as consumable workbooks for Read 180, is $57,380.25. Additionally, we have included a professional development quote to ensure quality use and fidelity of instruction, costing $7,560.

ALTERNATIVES:

1. Approve the renewal quote.
2. Do not approve the renewal quote.

RECOMMENDATION:

The Supplemental Office and the Office of Instruction departments recommend that the Board of Education consider and approve the Read 180 quote renewal.

FISCAL NOTE:

The quote in the amount of $57,380 and $7,560 has been budgeted out of At-Risk Funds, 013 E 1000 21 0000 008 00 64

ATTACHMENTS: Read 180 quotes

Houghton Mifflin Harcourt

Proposal #008980343

Prepared For

Garden City Unif Sch Dist 457

Attention:
Monica Diaz
mdiaz@gckschools.com

For the Purchase of:

Read 180 on Ed

2024 Renewal

Prepared By
Lori Farrell
lori.farrell@hmhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:
http://www.hmhco.com/common/terms-conditions

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mdiaz@gckschools.com

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FAX: 800-269-5232

	ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
		Stage A					
		Student Licenses					
1866600	9780358937265	Read 180 on Ed Student Digital Subscription 1 Year	$109.00	185	$20,165.00	$2,016.50	$18,148.50
		Includes: Read 180 on Ed Student License 1 Year Implementation Success					
		Total for Student Licenses	**$18,148.50**				
		Teacher Licenses					
1835546	9780358740643	Read 180 on Ed Teacher Digital Subscription 1 Year	$299.00	9	$2,691.00	$2,691.00	
		Includes: Read 180 on Ed Teacher License 1 Year Access to Teacher's Corner					
		Total for Teacher Licenses	**$0.00**				
		A la Carte Items Available for Purchase					
		Classroom Materials					
1847494	9780358804697	Read 180 Stage A Teacher Bookshelf	$710.00	4	$2,840.00	$2,840.00	
		Includes: Read 180 Stage A Getting Started Book 1 Teaching Guide Read 180 Stage A Getting Started Book 2 Teaching Guide Read 180 Code Book 1 Teaching Guide Read 180 Code Book 2 Teaching Guide Read 180 Code Book 3 Teaching Guide Read 180 Code Book 4 Teaching Guide Read 180 Stage A ReaL Book Workshop 1 Teaching Guide Read 180 Stage A ReaL Book Workshop 2 Teaching Guide Read 180 Stage A ReaL Book Workshop 3 Teaching Guide Read 180 Stage A ReaL Book Workshop 4 Teaching Guide Read 180 Stage A ReaL Book Workshop 5 Teaching Guide Read 180 Stage A ReaL Book Workshop 6 Teaching Guide Read 180 Stage A ReaL Book Workshop 7 Teaching Guide Read 180 Stage A ReaL Book Workshop 8 Teaching Guide Read 180 Stage A ReaL Book Workshop 9 Teaching Guide Read 180 Stage A ReaL Book Workshop 10 Teaching Guide Read 180 Stage A ReaL Book Workshop 11 Teaching Guide Read 180 Stage A ReaL Book Workshop 12 Teaching Guide Read 180 Stage A Classroom Poster Pack Read 180 Classroom Poster Pack A-C, National					
		Student Materials					
1840241	9780358766292	Read 180 Stage A ReaL Book Workshops 1-3 Student Edition Bundle	$30.00	45	$1,350.00	$270.00	$1,080.00
		Includes: Read 180 Stage A ReaL Book Workshop 1-3 Student Edition Read 180 Stage A Getting Started Book 1 Student Edition					
1840233	9780358766216	Read 180 Code Books 1-4 Student Edition Bundle for Stage A	$30.00	120	$3,600.00	$720.00	$2,880.00
		Includes: Read 180 Code Books 1-4 Student Edition Read 180 Stage A Getting Started Book 1 Student Edition					
		Language Launch					
		Teacher Materials					
1864497	9780358921141	Language Launch Volume 1 Unit 1-3 Teaching Guide Set	$360.00	1	$360.00		$360.00
		Student Materials					
1864469	9780358920991	Language Launch Volume 1 Unit 1-3 Student Edition Set	$30.00	30	$900.00	$90.00	$810.00
		Total for A la Carte Items Available for Purchase	**$5,130.00**				
		Total for Stage A	**$23,278.50**				

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		Stage B					
		Student Licenses					
1866600	9780358937265	Read 180 on Ed Student Digital Subscription 1 Year	$109.00	155	$16,895.00	$1,689.50	$15,205.50
		Includes: Read 180 on Ed Student License 1 Year Implementation Success					
		Total for Student Licenses	**$15,205.50**				
		Teacher Licenses					
1835546	9780358740643	Read 180 on Ed Teacher Digital Subscription 1 Year	$299.00	9	$2,691.00	$2,691.00	
		Includes: Read 180 on Ed Teacher License 1 Year Access to Teacher's Corner					
		Total for Teacher Licenses	**$0.00**				
		A la Carte Items Available for Purchase					
		Classroom Materials					
1847497	9780358804727	Read 180 Stage B Teacher Bookshelf	$710.00	7	$4,970.00	$4,970.00	
		Includes: Read 180 Stage B Getting Started Book 1 Teaching Guide Read 180 Stage B Getting Started Book 2 Teaching Guide Read 180 Code Book 1 Teaching Guide Read 180 Code Book 2 Teaching Guide Read 180 Code Book 3 Teaching Guide Read 180 Code Book 4 Teaching Guide Read 180 Stage B ReaL Book Workshop 1 Teaching Guide Read 180 Stage B ReaL Book Workshop 2 Teaching Guide Read 180 Stage B ReaL Book Workshop 3 Teaching Guide Read 180 Stage B ReaL Book Workshop 4 Teaching Guide Read 180 Stage B ReaL Book Workshop 5 Teaching Guide Read 180 Stage B ReaL Book Workshop 6 Teaching Guide Read 180 Stage B ReaL Book Workshop 7 Teaching Guide Read 180 Stage B ReaL Book Workshop 8 Teaching Guide Read 180 Stage B ReaL Book Workshop 9 Teaching Guide Read 180 Stage B ReaL Book Workshop 10 Teaching Guide Read 180 Stage B ReaL Book Workshop 11 Teaching Guide Read 180 Stage B ReaL Book Workshop 12 Teaching Guide Read 180 Stage A Classroom Poster Pack Read 180 Classroom Poster Pack A-C, National					
		Student Materials					
1840249	9780358766377	Read 180 Stage B ReaL Book Workshops 1-3 Student Edition Bundle	$30.00	50	$1,500.00	$300.00	$1,200.00
		Includes: Read 180 Stage B ReaL Book Workshop 1-3 Student Edition Read 180 Stage B Getting Started Book 1 Student Edition					
1843211	9780358789963	Read 180 Code Books 1-4 Student Edition Bundle for Stage B	$30.00	90	$2,700.00	$540.00	$2,160.00
		Includes: Read 180 Code Books 1-4 Student Edition Read 180 Stage B Getting Started Book 1 Student Edition					
		Language Launch					
		Teacher Materials					
1864497	9780358921141	Language Launch Volume 1 Unit 1-3 Teaching Guide Set	$360.00	1	$360.00		$360.00
		Student Materials					
1864469	9780358920991	Language Launch Volume 1 Unit 1-3 Student Edition Set	$30.00	30	$900.00	$90.00	$810.00
		Total for A la Carte Items Available for Purchase	**$4,530.00**				
		Total for Stage B	**$19,735.50**				

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			Student Licenses					
1866600	9780358937265		Read 180 on Ed Student Digital Subscription 1 Year	$109.00	100	$10,900.00	$1,090.00	$9,810.00
			Includes: Read 180 on Ed Student License 1 Year Implementation Success					
			Total for Student Licenses	**$9,810.00**				
			Teacher Licenses					
1835546	9780358740643		Read 180 on Ed Teacher Digital Subscription 1 Year	$299.00	4	$1,196.00	$1,196.00	
			Includes: Read 180 on Ed Teacher License 1 Year Access to Teacher's Corner					
			Total for Teacher Licenses	**$0.00**				
			A la Carte Items Available for Purchase					
			Classroom Materials					
1847500	9780358804758		Read 180 Stage C Teacher Bookshelf	$710.00	2	$1,420.00	$1,420.00	
			Includes: Read 180 Stage C Getting Started Book 1 Teaching Guide Read 180 Stage C Getting Started Book 2 Teaching Guide Read 180 Code Book 1 Teaching Guide Read 180 Code Book 2 Teaching Guide Read 180 Code Book 3 Teaching Guide Read 180 Code Book 4 Teaching Guide Read 180 Stage C ReaL Book Workshop 1 Teaching Guide Read 180 Stage C ReaL Book Workshop 2 Teaching Guide Read 180 Stage C ReaL Book Workshop 3 Teaching Guide Read 180 Stage C ReaL Book Workshop 4 Teaching Guide Read 180 Stage C ReaL Book Workshop 5 Teaching Guide Read 180 Stage C ReaL Book Workshop 6 Teaching Guide Read 180 Stage C ReaL Book Workshop 7 Teaching Guide Read 180 Stage C ReaL Book Workshop 8 Teaching Guide Read 180 Stage C ReaL Book Workshop 9 Teaching Guide Read 180 Stage C ReaL Book Workshop 10 Teaching Guide Read 180 Stage C ReaL Book Workshop 11 Teaching Guide Read 180 Stage C ReaL Book Workshop 12 Teaching Guide Read 180 Stage C Classroom Poster Pack Read 180 Classroom Poster Pack A-C, National					
			Student Materials					
1840257	9780358766452		Read 180 Stage C ReaL Book Workshops 1-3 Student Edition Bundle	$30.00	10	$300.00	$60.00	$240.00
			Includes: Read 180 Stage C ReaL Book Workshop 1-3 Student Edition Read 180 Stage C Getting Started Book 1 Student Edition					
1843359	9780358790044		Read 180 Code Books 1-4 Student Edition Bundle for Stage C	$30.00	70	$2,100.00	$420.00	$1,680.00
			Includes: Read 180 Code Books 1-4 Student Edition Read 180 Stage C Getting Started Book 1 Student Edition					
			Language Launch					
			Teacher Materials					
1864497	9780358921141		Language Launch Volume 1 Unit 1-3 Teaching Guide Set	$360.00	1	$360.00		$360.00
			Student Materials					
1864469	9780358920991		Language Launch Volume 1 Unit 1-3 Student Edition Set	$30.00	30	$900.00	$90.00	$810.00
			Total for A la Carte Items Available for Purchase	**$3,090.00**				
			Total for Stage C	**$12,900.00**				

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Garden City Unif Sch Dist 457

	ISBN		Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Professional Services - Read 180								
Implementation Success Plan								
1833602	9780358732082		Getting Started Introduction to Read 180 on Ed Live Online 2-Hour Grade 3-12	$800.00	1	$800.00	$800.00	
		This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed. Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.					
Total for Implementation Success Plan				**$0.00**				
Leader Support for Read 180								
1852471	9780358841821		Read 180 Leader Success Live Online 1-Hour Grade 3-12	$400.00	1	$400.00	$400.00	
		During this one-hour live online session, leaders learn about the design and resources of their HMH program. To help leaders develop a plan to guide implementation and set up teachers for a successful start, HMH Coaches share tools and best teaching and student learning practices to observe in the classroom. Leaders also preview the Teacher Success Pathways and resources on HMH Ed for ongoing support.					
Total for Leader Support for Read 180				**$0.00**				
Total for Professional Services - Read 180				**$0.00**				

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SAM licenses are good through 08/11/2024. Customer will transition to Ed over Summer 2024.

Subtotal Purchase Amount:	**$55,914.00**
Shipping & Handling:	**$1,466.25**
Total Cost of Proposal (PO Amount):	**$57,380.25**

****Please add proper sales tax to your order****

Total Cost of Proposal (PO Amount): $57,380.25

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print materials
  - Point of Contact for Digital materials
  - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	**Sold to:**
Garden City USD 457	Garden City USD 457
1205 Fleming St	1205 Fleming St
Garden City, KS 67846-4751	Garden City, KS 67846-4751

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.
Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

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Date of Proposal: 3/15/2024 **Proposal Expiration Date: 6/21/2024**

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Houghton Mifflin Harcourt

Proposal #009030582

Prepared For

Garden City Unif Sch Dist 457

1205 Fleming St
Garden City KS 67846

Attention:
Monica Diaz
mdiaz@gckschools.com

For the Purchase of:

Read 180 Professional Services

Prepared By
Lori Farrell
lori.farrell@hmhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:
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mdiaz@gckschools.com

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Date of Proposal: 5/21/2024

Proposal for

Garden City Unif Sch Dist 457

Expiration Date: 7/5/2024

ISBN		Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Grade K							
Student							
1815084	9780358609803	HMH Professional Learning Live Online Course and Coaching Grades K- 12	$4,200.00	2	$8,400.00	$ 840.00	$7,560.00
Total for Student							
Total for Grade K			**$7,560.00**				

Total Savings:	**$840.00**
Subtotal Purchase Amount:	**$7,560.00**
Shipping & Handling:	**$0.00**
Total Cost of Proposal (PO Amount):	**$7,560.00**

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Chicago, IL 60693

Attention:
Monica Diaz
mdiaz@gckschools.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

Total Cost of Proposal (PO Amount): $7,560.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print materials
  - Point of Contact for Digital materials
  - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	**Sold to:**
Garden City USD 457	Garden City USD 457
1205 Fleming St	1205 Fleming St
Garden City, KS 67846-4751	Garden City, KS 67846-4751

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.
Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: http://www.hmhco.com/common/terms-conditions

Date of Proposal: 5/21/2024 **Proposal Expiration Date: 7/5/2024**

Houghton Mifflin Harcourt

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Monica Diaz
mdiaz@gckschools.com

Send **Orders** to:
orders@hmhco.com
FAX: 800-269-5232

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Dr. Maria Gomez-Rocque, Deputy Superintendent
DATE: May 24, 2024
RE: Bullseye Instructional Leadership Feedback Platform

ISSUE:

The Board of Education is asked to consider and approve the quote from Bullseye.

BACKGROUND:

Bullseye is a platform that will allow instructional leaders to provide feedback to teachers during walkthroughs. It will assist leaders in providing measurable action steps to improve instructional practices while also tracking Wildly Important Goals (WIGs).

It is customizable and the vendor has created a user-friendly platform for the district and buildings to track our WIGs and the action steps created through the Get Better Faster scope and sequence.

This is a new resource that is replacing the eWalkthrough platform previously used through Southwest Plains Regional Service Center. The eWalkthrough was not customizable after it was set at the beginning of the year. Based on the data gathered for this year, buildings did not use it consistently because we mainly used a Google form to track WIG data district-wide. It was difficult to track and input data into two separate platforms.

The instructional coaches and principals provided feedback during the spring semester and asked for one platform that could track the WIGs and action steps provided during observations in classrooms in a user-friendly program.

The Curriculum and Instruction Department has been working with this vendor to align requests from the building leadership staff. Bullseye will meet the alignment of both the WIGs and feedback for both the district and the buildings.

The vendor originally gave us a quote of $3000 per building to include 18 schools. This was a total of $54,000. We worked through the quote and they gave the district a $24,000 discount. The quote for a year is for $30,000.

ALTERNATIVES:

Approve the Bullseye quote

Not approve the Bullseye quote

RECOMMENDATION:

The Curriculum and Instruction department recommends that the Board of Education consider and approve the Bullseye quote.

FISCAL NOTE:

It has been allocated out of 026 E 2213 03 0000 008 01 582 for the amount of $30,000.

ATTACHMENTS:

Quote and Get Better Faster Scope and Sequence

DocuSign Envelope ID: 266E579D-F981-4D98-8161-F349EE2A62FB

Bullseye, LLC
7956 Shoshone Street
Denver, CO 80221

PREPARED FOR

Name: Maria Gomez-Rocque

Title:

Email: mgomezrocque@gckschools.com

Customer: Garden City Public Schools

FEES FOR SERVICES

Products	SY24-25 Subscription
Coaching & Walkthrough Package	$54,000
Limited Budget Discount	$24,000
Total	$30,000

Package Includes:

Software Access Across All Devices for Customer for SY24-25
-Admin Accounts for all Admin
-Teacher Accounts for all Teachers

Quick Start Implementation
-Creation of the Customer's school(s) & users with:
-Customized objectives & frameworks
-Training for Customer's use case

Ongoing Support
-Support via email, text, phone and video conference

TERM LENGTH

The Term of this Agreement starts on the EFFECTIVE DATE of this Order Form and ends at the end of the Customer's 2024-2025 school year. At the end of the 2024-2025 school year, this Order Form will renew in accordance with the Terms & Conditions.

PAYMENT TERMS

All Fees will be billed Annually in advance and are due within thirty (30) days of invoice receipt.

PREPARED BY BULLSEYE, LLC

Jake Szabo
jake.szabo@bullseyeedu.com
COO
914.275.7073

DocuSign Envelope ID: 266E579D-F981-4D98-8161-F349EE2A62FB

TERMS OF SERVICE

Customer hereby orders from Company the Services described in this Order Form. This Order Form is made pursuant to and is incorporated as part of the Master Services Agreement, located at https://bullseye.education/bullseye-msa/, between Company and Customer ("Agreement"). Customer represents and warrants that it has read and understands all of the provisions of this Agreement.

This Order Form may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one legal instrument. Facsimile, scanned-.pdf or other electronic signature will be accepted as an original signature.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed on the date below by its duly authorized representative.

ACCEPTED BY CUSTOMER	**ACCEPTED BY BULLSEYE, LLC**
SIGNATURE	SIGNATURE
Maria Gomez-Rocque	
PRINTED NAME	PRINTED NAME
TITLE	TITLE
EFFECTIVE DATE	DATE

CUSTOMER BILLING INFORMATION	**CUSTOMER Project Leader OR Secondary Contact**
BILLING CONTACT NAME	SECONDARY CONTACT NAME
BILLING EMAIL ADDRESS	SECONADARY CONTACT TITLE
BILLING PHONE NUMBER	SECONADARY CONTACT EMAIL

Thank You

WE ARE LOOKING FORWARD TO PARTNERING WITH YOU

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GET BETTER FASTER SCOPE & SEQUENCE

Top Action Steps Used by Instructional Leaders to Launch a Teacher's Development

PHASE	MANAGEMENT TRAJECTORY:	RIGOR TRAJECTORY:
PHASE 1: **PRE-TEACHING (SUMMER PD)**	**DEVELOP ESSENTIAL ROUTINES & PROCEDURES** 1. **Routines & Procedures 101:** Design and Roll out • Plan & practice critical routines and procedures moment-by-moment : o Explain what each routine means and what it will look like o Write out what teacher and students do at each step, and what will happen with students who don't follow the routine • Plan & practice the roll out: how to introduce routine for the first time: o Plan the "I Do": how you will model the routine o Plan what you will do when students don't get it right 2. **Strong Voice:** Stand and speak with purpose • Square Up, Stand Still: when giving instructions, stop moving and strike a formal pose • Formal Register: when giving instructions, use formal register, including tone and word choice **Note: Many other topics can be introduced during August training. What are listed above are the topics that should be addressed to reach proficiency. Other topics to introduce—even if the teachers will not yet master them—could be:* • *Least invasive intervention* • *Narrate the Positive* • *Create a Challenge/Build Momentum* • *Teacher Radar: know when students are off-task* • *Do It Again: practice routines to perfection--have students do it again if it is not done correctly (and know when to stop Do It Again)*	**WRITE AND INTERNALIZE LESSON PLANS** 1. **Develop Effective Lesson Plans 101:** Build the foundation of an effective lesson rooted in what students need to learn • Write precise learning objectives that are o Data-driven (rooted in what students need to learn based on analysis of assessment results) o Curriculum plan-driven o Able to be accomplished in one lesson • Deliver a basic "I Do" as a core part of the lesson • Design an exit ticket (brief final mini-assessment) aligned to the objective 2. **Internalize Existing Lesson Plans:** Make existing plans your own • Internalize & rehearse key parts of the lesson, including the "I Do" and all key instructions • Build time stamps into the lesson plan and follow them

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GET BETTER FASTER SCOPE & SEQUENCE

Top Action Steps Used by Instructional Leaders to Launch a Teacher's Development

PHASE	MANAGEMENT TRAJECTORY:	RIGOR TRAJECTORY:
PHASE 2 (DAYS 1-30)	**ROLL OUT & MONITOR ROUTINES** **1. What to Do:** • Economy of Language: give crisp instructions with as few words as possible (e.g. 3-word directions). Check for understanding on complex instructions. **2. Routines & Procedures 201:** Revise and perfect them • Revise any routine that needs more attention to detail or is inefficient, with particular emphasis on what students and teachers are doing at each moment • Do It Again: have students do the routine again if not done correctly the first time • Cut it Short: know when to stop the Do It Again **3. Teacher Radar:** Know when students are off task • Deliberately scan the room for on-task behavior: o Choose 3-4 "hot spots" (places where you have students who often get off task) to scan constantly o "Be Seen Looking": crane your neck to appear to be seeing all corners of the room • Circulate the room with purpose (break the plane): o Move among the desks and around the perimeter o Stand at the corners: identify 3 spots on the perimeter of the room to which you can circulate to stand and monitor student work o Move away from the student who's speaking to monitor the whole room **4. Whole-Class Reset** • Implement a planned whole class reset to re-establish student behavioral expectations when a class routine has slowly weakened over previous classes • Implement an "in-the-moment reset" when a class veers off task during the class period o Example: Stop teaching. Square up. Give a clear What to Do: "Pencils down. Eyes on me. Hands folded in 3-2-1. Thank you: that's what Harvard looks like." Pick up tone & energy again.	**INDEPENDENT PRACTICE** **3. Write the Exemplar: Set the bar for excellence** • Script out the ideal written responses you want students to produce during independent practice • Align independent practice to the rigor of the upcoming interim assessment **4. Independent Practice:** Set up daily routines that build opportunities for students to practice independently • Write first, talk second: give students writing tasks to complete prior to class discussion, so that every student answers independently before hearing his or her peers' contributions • Implement a daily entry prompt (Do Now) to either introduce the day's objective or review material from the previous day • Implement and review a longer independent practice and/or a daily Exit Ticket (brief final mini-assessment aligned to your objective) to see how many students mastered the concept **5. Monitor Aggressively:** Check students' independent work to determine whether they're learning what you're teaching • Create & implement a monitoring pathway: o Create a seating chart to monitor students most effectively o Monitor the fastest writers first, then the students who need more support • Monitor the quality of student work: o Check answers against your exemplar o Track correct and incorrect answers to class questions • Pen in hand: Mark up student work as you circulate o Use a coding system to affirm correct answers o Cue students to revise answers using minimal verbal intervention (Name the error, ask them to fix it, tell them you'll follow up)

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GET BETTER FASTER SCOPE & SEQUENCE

Top Action Steps Used by Instructional Leaders to Launch a Teacher's Development

PHASE	MANAGEMENT TRAJECTORY:	RIGOR TRAJECTORY:
PHASE 3 (DAYS 31-60)	**ENGAGE EVERY STUDENT** **5. Build the Momentum** • Give the students a simple challenge to complete a task: o Example: "Now I know you're only 4th graders, but I have a 5th grade problem that I bet you could master!!" • Speak faster, walk faster, vary your voice, & smile (Sparkle) **6. Pacing:** Create the illusion of speed so that students feel constantly engaged • Use a hand-held timer to stick to the times stamps in the lesson & give students an audio cue that it's time to move on • Increase rate of questioning: no more than 2 seconds between when a student responds and a teacher picks back up instruction • Use countdowns to work the clock ("do that in 5..4..3..2..1") • Use Call and Response for key words **7. Engage All Students:** Make sure all students participate: • Make sure to call on all students • Cold call students • Implement brief (15-30 second) Turn & Talks • Intentionally alternate among multiple methods in class discussion: cold calling, choral response, all hands & turn and talks **8. Narrate the Positive** • Narrate what students do well, not what they do wrong o "I like how Javon has gotten straight to work on his writing assignment." o "The second row is ready to go: their pencils are in the well and their eyes are on me." • While narrating the positive and/or while scanning during a re-direct, look at the student(s) who are off-task • Use language that reinforces students getting smarter: o Praise answers that are above and beyond or strong effort **9. Individual Student Corrections** • Anticipate student off-task behavior and rehearse the next two things you will do when that behavior occurs. Redirect students using the least invasive intervention necessary: o Proximity o Eye contact o Use a non-verbal o Say student's name quickly o Small consequence	**RESPOND TO STUDENT LEARNING NEEDS** **6. Habits of Evidence** • Teach students to annotate with purpose: summarize, analyze, find the best evidence, etc. • Teach and prompt students to cite key evidence in their responses **7. Check for Whole-Group Understanding:** Gather evidence on whole group learning: • Poll the room to determine how students are answering a certain question. o "How many chose letter A? B? C? D?" o [Students answer the question on whiteboard: "Hold up your whiteboards on the count of three…" • Target the error: focus class discussion on the questions where students most struggle to answer correctly **8. Re-teaching 101--Model:** Model for the students how to think/solve/write • Give students a clear listening/note-taking task that fosters active listening of the model, and then debrief the model: o "What did I do in my model?" o "What are the key things to remember when you are doing the same in your own work?" • Model the thinking, not just a procedure o Narrow the focus to the thinking students are struggling with o Model replicable thinking steps that students can follow o Model how to activate one's own content knowledge and skills that have been learned in previous lessons o Vary the think-aloud in tone and cadence from the normal "teacher" voice to highlight the thinking skills. • We Do and You Do: give students opportunities to practice with your guidance

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GET BETTER FASTER SCOPE & SEQUENCE

Top Action Steps Used by Instructional Leaders to Launch a Teacher's Development

PHASE	MANAGEMENT TRAJECTORY:	RIGOR TRAJECTORY:

PHASE 4 (DAYS 61-90)	**SET ROUTINES FOR DISCOURSE**
	10. Engaged Small Group Work: Maximize the learning for every student during group work:
	• Deliver explicit step-by-step instructions for group work:
	  o Make the group tasks visible/easily observable (e.g., a handout to fill in, notes to take, product to build, etc.)
	  o Create a role for every person (with each group no larger than the number of roles needed to accomplish the tasks at hand).
	  o Give timed instructions, with benchmarks for where the group should be after each time window
	• Monitor the visual evidence of group progress
	  o Check in on each group every 5-10 minutes to monitor progress
	• Verbally enforce individual & group accountability:
	  o "You are five minutes behind; get on track."
	  o "Brandon: focus."
		LEAD STUDENT DISCOURSE 101
		9. Re-teaching 201—Guided Discourse: Let students unpack their own errors & build a solution
		• Show-Call: post student work (either an exemplar or incorrect response) & ask students to identify why that answer is correct/incorrect
		• Stamp the understanding:
		  o "What are the keys to remember when solving problems like these?" or "Can someone give me a rule?" (Students use their own words)
		• Give them At-bats: give students opportunities to practice with your guidance
		
		10. Universal Prompts: Push the thinking back on the students through universal prompts that could be used at any point:
		• Provide wait time after posing challenging questions
		• Pre-call: let a student who needs more time know you're calling him/her next
		• Roll back the answer: repeat the wrong answer back to the student (give student time to think and you time to build a plan!)
		• Ask universal prompts to push the student to elaborate:
		  o "Tell me more."
		  o "What makes you think that?"
		  o "How do you know?"
		  o "Why is that important?"
		• Close the loop: after correcting their error, go back to students with wrong answers to have them revise their answers
		
		11. Habits of Discussion: Teach and model for students the habits that strengthen class conversation:
		• Keep neutral/manage your tell: don't reveal the right/wrong answer through your reaction to the student response.
		• Agree/Build off of: "I agree with ____ and I'd like to add…."
		• Disagree respectfully: "While I agree with [this part of your argument], I disagree with ____. I would argue…."

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GET BETTER FASTER SCOPE & SEQUENCE

Top Action Steps Used by Instructional Leaders to Launch a Teacher's Development

PHASE	MANAGEMENT TRAJECTORY:	RIGOR TRAJECTORY:
STRETCH IT (NEXT STEPS)	None! Once you get this far, you can focus entirely on rigor and deepening your content knowledge.	**LEAD STUDENT DISCOURSE 201** **12. Strategic Prompts:** Ask strategic questions to targeted students in response to student error • Prompt students to access previously learned knowledge: o Point students to resources (notes, posted concepts and content) o "What do we know about __ [content learned in previous classes]?" o Use a prompting guide (e.g., *Great Habits, Great Readers* Guided Reading Prompting Guide) to design questions • Call on students based on their learning needs (data-driven) o Call on lower and middle-achieving students to unpack question o If they struggle, try a higher achieving student o If they are easily unpacking, try a lower achieving student o Create a sequence of students to call on based on the rigor of each prompt (e.g., first ask middle student, then low, then high, etc.) • Students prompting students: push students to use habits of discussion to critique or push one another's answers o Probe deeper: "[Peer], have you considered this point….?" **13. Go Conceptual:** Get students to do the conceptual thinking • Ask students to verbalize a conceptual understanding of content, not just the answer to a specific question: o "That's the procedure. Now tell me why that works." o "Can you generalize the idea to apply to all problems like this one?" o "Use the following terms [terms learned in previous classes] in restating your answer." • Upgrade vocabulary: ask students to use technical/academic language when answering questions: o "That's the right idea generally. Now state it again using proper mathematical/historical/scientific language." o "Correct. Now state it again using your Academic Word Wall as a resource." • Stretch it: ask particular students to answer a more difficult extension to a given question o "What would the answer be if I changed it to [change the problem to something more complex]?" o "Is there an alternative way to solve this problem/do this task?" o "What do you think is the strongest counter-argument to yours and how would you refute it?"

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Tracy Johnson, Director of Nutrition Services
DATE: June 3, 2024
RE: School Year 2025 Nutrition Service Policy and Meal Price Approval

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ISSUE:

The Board of Education is asked to consider and approve the following policies and meal price changes for the 2024 - 25 School year.

BACKGROUND:

Each school year Nutrition Services is obligated to bring forth the Nutrition Service's meal charge policy, procurement plan and school lunch prices for approval.

ALTERNATIVES:

No other alternatives applicable.

RECOMMENDATION:

The Nutrition Department recommends the approval for:

Nutrition Service Meal Charge Policy
Nutrition Services Procurement Plan
2024 - 25 Meal Prices

FISCAL NOTE:

The Nutrition Service Meal Charge Policy will prevent students from accumulating uncollectable debt over negative $11.40.

The Nutrition Service Procurement Plan is the purchasing policy and procedures used by the department approved by KSDE.

The 2024 - 25 Meal Price memo set the school meal prices for the 2024 – 2025 school year

ATTACHMENTS:

Meal Charge Policy 2025
Nutrition Service Procurement Policy 2025
Meal Prices 2025

Garden City Public Schools

PROCUREMENT PLAN

Child Nutrition Program

This procurement plan will be implemented on July 1, 2024 and will be in effect from July 1, 2024 through June 30, 2025. All procurements must adhere to free and open competition. Source documentation must be available to determine open competition as well as the reasonableness, allowability, and allocation of costs.

President Board of Education	Date
District Superintendent	Date
Authorized Representative	Date

Procurement Authority for USD 457, Garden City Public Schools

Name	Title	Responsibilities	Contact Information
Jessica Nothern	Financial Officer	Oversees district financials	620-805-7000
Tracy Johnson	Director	Oversees nutrition financials	620-805-7080
Susana Esquivel	Purchasing Clerk	Prepares bids, places orders	620-805-7080
Rita Keim	Bookkeeper	Pays bills, keeps financial records	620-805-7080

PROCUREMENT THRESHOLDS

USD 457, Garden City Public Schools Child Nutrition and Wellness will use the State Small (informal) purchase threshold of $250,000.00 food/$20,000 non-food.

PROCUREMENT PLAN

1. USD 457 Garden City Public Schools Child Nutrition and Wellness's plan for procuring items for use in the Child Nutrition Program is as follows. The procurement plan provides free and open competition, transparency in transactions, comparability, and documentation of all procurement activities.

2. If the amount of purchases is more than the Small (Informal) purchase threshold indicated above, formal procurement procedures will be used as required by 7 CFR 3016.36 and 2 CFR 200. Informal procurement procedures will be required for purchases under the most restrictive small purchase threshold. Sponsors may use Micro purchasing procedures, as appropriate, for procurements valued at <$10,000.00 if equitably distributed.

3. The following procedures will be used for all purchases

Category	Procurement Method	Award Type	Contract Award Type	Contract Duration or frequency
Produce	Formal	Bottom Line	Fixed Price with Economic Adjustment Factor	Yearly
Food	Formal	Line Item	Firm Fixed Price	Yearly
Non-Food	Formal	Line Item	Firm Fixed Price	Yearly
Milk	Formal	Bottom Line	Fixed Price with Economic Adjustment Factor	Yearly
Bread	Formal	Bottom Line	Firm Fixed Price	Yearly
Pizza	Formal	Bottom Line	Firm Fixed Price	Yearly
Small Equipment	Small	Line Item	Firm Fixed Price	As Needed
Large Equipment	Formal	Line Item	Firm Fixed Price	As Needed

4. Because of the potential for purchasing more than the Small (Informal) purchase threshold, it will be the responsibility of the Purchasing Clerk to document the amounts to be purchased so the correct method of procurement will be followed. Method of documenting the value of the item(s) to be procured will be 1) Cost Analysis, 2) Availability of product and 3) Reliability of company.

MICROPURCHASES (Single procurements of <$10,000.00)

Micro purchases may be made when the total procurement (purchase) is less than $10,000.00. To qualify as a micro purchase, the following criteria will be used:

1. The total procurement is below the micro purchasing threshold of $10,000.00.
2. The price of the procurement is reasonable.
3. The procurement is made non-competitively.

Effort must be made to make micro purchases equitably among all available suppliers

SMALL (INFORMAL) PURCHASES

If the amount of purchases for items is less than the Sponsor's small (informal) purchase threshold as defined in Section A, the following small (informal) purchase procedures will be used.

1. Written specifications will be prepared and provided to the vendor.
2. The Purchasing Clerk will be responsible for contacting potential vendors when the price quotes are needed.
3. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of two bids will be solicited, with additional solicitations being a best practice.
4. Each vendor will be given an opportunity to bid "…or equal product" to any specifications given.
5. The price quotes will receive appropriate confidentiality before awarded.
6. Quotes will be awarded by the Purchasing Clerk.
7. The Purchasing Clerk will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and written specifications. The Purchasing Clerk will determine how these records will be kept (e-files, folder, notebook, etc.)
8. The Purchasing Clerk will be responsible for documentation that the actual product specified is received.
9. Any time an accepted item is not available, the Purchasing Clerk will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item
10. The Purchasing Clerk will assure that "Buy American" provisions apply to all Small (Informal) purchases as documented in Section C. 5 y (i-iv) of the Code of Federal Regulations.
11. Bids will be awarded on the following criteria:
    a. PRICE is the primary factor;
    b. AVAILABILITY of product
    c. RELIABILITY/HISTORY with company

12. The Director is required to sign all quote tabulations, signifying a review and approval of the selections

FORMAL PROCUREMENTS

Invitations for Bid (IFB) will be sent out to known vendors and those requesting one. Formal bids are awarded on a yearly basis unless indicated otherwise. Bids will be placed in the Garden City Telegram for 1 week, 6 weeks before due date, and on the gckschools.com website for 6 weeks before due date. All completed bids will be opened at once on the due date, which will be stated in the "BID LETTER" accompanying the spreadsheet list of items needing to be purchased under contract. The opening of the sealed bids will occur in the Nutrition Services office at 1205 Fleming St. Garden City, KS 67846.

The requirements of the completed bid will be included in the accompanying "BID LETTER" (The procurement document), including requiring an electronic format in the original spreadsheet and all brands, prices and manufacturer codes for items.. It will also include any information needed to complete the semester's deliveries: dates of contract, delivery schedules, ordering formats and contact person. Incomplete line items will be considered a "No Bid". USD #457 Nutrition Services will analyze each individual item proposed and determine the award based on pricing, brands desired and what is believed to be in the best interests of the Child Nutrition program. USD #457 Nutrition Services reserves the right to accept or reject any bid in whole or part.

Nutrition Services, USD 457 will positively use all efforts to involve minority, women's and small businesses and labor surplus firms in their purchasing. They will also make every attempt to support local food vendors and will always be strict in complying with the "Buy American" provisions of the law. Documentation is required as set forth in the bid letters before awarding a non-domestic item over a domestic one. This documentation will either prove the quality or availability of the domestic product is inferior or the price difference would be harmful to Nutrition Services financially. Advance written approval is required by Nutrition Services if a non-domestic product is to be delivered, as stated in the "PRODUCE BID" AND "FOOD/NON-FOOD" bid letters.

All bids will be analyzed equally and for most items an "…or equal product" will be accepted.

All purchase incentives, discounts, rebates, and credits should be built into the price of each product and any that are not will be returned to our non-profit foodservice fund.

Bottom line bids will be awarded to a single vendor based on the entire amount the items on the bid are estimated to cost for the year. Produce prices are bid by market value and vendors need not notify of price changes from week to week and the other (food/non-food) items are bid based on the price for the year and we require 10 days' notice if those prices change. Although this bid is "all or none" these criteria are factored in to this award:

1. Price
2. Quality of brand bid
3. Timeliness of deliveries, to the warehouse AND all of the school sites receiving deliveries (refer to Receiving Policy – below)
4. Ability to provide all items on the list. The number of "No Bid" items will count against the company bidding
5. On-line ordering system
6. Contact person/salesperson helping to fix problems immediately

Line item bids are analyzed item by item and awarded separately to all bidding companies according to these criteria:

1. Price
2. Quality of brand bid
3. Timeliness of deliveries (refer to Receiving Policy – below)
4. On-line ordering system
5. Contact person/salesperson helping fix problems immediately

Items can be reassigned to another vendor for these reasons:

1. Price change by vendor that goes above other bids

2. Quality of brand bid unacceptable by Nutrition Services (or the product is found to contain trans-fats, or not enough whole grain)
3. Lack of timeliness in getting product delivered (refer to Receiving Policy – below). Orders are placed well ahead of time to provide the items advertised on our menus.

Protests of entire bids or of line items can be directed to Tracy Johnson, 620-805-7080, or trjohnson@gckschools.com. Any protests must be received 10 days before expected delivery of item(s).

As is stated in BID letters, the results will be sent electronically to all vendors involved and any other interested parties. A hard copy can be mailed upon request. Any discrepancies found or items needing to be reassigned to another vendor will be sent out to all involved by e-mail. Updated results will be sent to all interested parties within a couple of weeks if there are numerous changes.

A vendor's contract can be terminated with a ten-day notice from USD 457 Nutrition Services. A file is kept for each vendor and when a vendor's service becomes unsatisfactory a warning will be given. If the quality of service or product doesn't begin to meet standards the contract will be terminated for a length of time to be determined by Tracy Johnson.

All aspects of USD 457 Nutrition Services paperwork concerning both bids is public information and can be requested at any time by calling Tracy Johnson, Director of Nutrition Services, at 620-805-7080 or by e-mailing trjohnson@gckschools.com. Any questions regarding specifications, purchase conditions or interpretation can be requested as well.

All vendors are required to maintain books, documents, papers and records for 5 years on all contracts with Nutrition Services and to provide access to duly authorized representatives of the Sponsor, State Agency, USDA or Comptroller General.

Once a vendor receives the list of the items they are awarded they will also start receiving orders by e-mail to be delivered to the warehouse and schools. When they receive the orders they must immediately confirm delivery date and that all items will be delivered. Nutrition Services will work out order schedules to comply with each vendor's policies concerning minimum delivery amounts.

Nutrition Services provides estimates of amounts to be ordered throughout the contract and as stated in the bid letters, the estimated amounts are not binding, they are merely a useful tool for companies to use when setting prices of products. The estimated amounts are generated using amounts ordered from previous semesters and Nutrition Services may request a "Usage Report" for certain dates and products from each vendor to be used for the next bid estimates.

Tracy Johnson, Director of Nutrition services will be responsible for ensuring all bids are secured and for ensuring all bids are conducted in compliance with applicable Federal, State and local procurement regulations. Any protests can be directed to her by e-mail or mail at 1205 Fleming St. Garden City, KS 67846.

Receiving Policy:

1. Regular Warehouse Hours: 6 am-11 am 12:30 pm-2:30 pm
2. Monthly food/non-food warehouse orders are a high priority from vendors. Nutrition Services will be flexible in delivery dates, split orders, amounts, etc. to achieve receiving large orders earlier in the morning.
3. Order delivered to schools must be delivered by 10:30 AM.

Buy American Documentation

Limited Exceptions: Exceptions: Exceptions to the Buy American provision should be used as a last resort. (7 CFR 210.21(d) and SP 30-2017); however, an alternative or exception may be approved by USD 455. Exceptions include:

1. The product is not produced or manufactured in the USA in sufficient and reasonable available quantities of a satisfactory quality; or
2. Competitive bids reveal the cost of a USA product are significantly higher than the non-domestic product.

Limited expectation to the Buy American Provision allow for the purchase of products not meeting the "domestic" standard. Before utilizing an exception, alternatives must be considered by the USD 457:

1. Are there other domestic sources for this product?
2. Is there a domestic product that could be easily substituted, if the non-domestic product is less expensive?
3. Are bids being solicited at the best time of the year?

To be considered for the alternative or exception, the request must be submitted in writing to the Procurement Specialist in advance of delivery. The distributor is requesting an exception from the USD 457 and must include the:

1. Alternative substitute(s) that are domestic and meet the required specifications:
    - **a.** Price of the domestic food alternative substitutes(s); and
    - **b.** Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
2. Reason for exception: limited/lack of availability or price (include price):
    - **a.** Price of the domestic food product; and
    - **b.** Price of the non-domestic product that meets the require specification of the domestic product.

USD 457 is the final authority for approving an exception and must keep justification documentation on file.

MEAL CHARGE POLICY:

Elementary and intermediate paid students will not be allowed to exceed $11.40 in charges at any time. Once the student account falls below $2.85 they will be told that their funds are running low and asked to let their parents know to add more funds to their account so they do not accrue charges. Once the student starts accumulating charges a letter will be sent home with elementary students and a note given to the intermediate students. All parents with a valid e-mail will receive notification that their child's account is in the negative. If the child account exceeds the $11.40 charge limit the student will receive an alternate meal until charges are paid in full. The parent will be notified on a daily basis until the account is brought back into good standings. Students will be allowed to purchase a meal if the student pays cash. The first of May, all charges will be cut off and all negative accounts will be paid in full before the last day of school.

Middle school paid students will not be allowed to exceed a $5.90 charge amount at any time. Once the student account falls below $2.95 they will be told that their funds are running low and asked to let their parents know to add more funds to their account so they do not accrue any charges. If the child account exceeds the maximum, $5.90 charge limit the student will receive an alternate meal until charges are paid in full. Students will be allowed to purchase a meal if the student pays cash. The first of May, all charges will be cut off and all negative accounts will be paid in full before the last day of school.

High school paid students will not be allowed to exceed a $3.10 charge amount at any time. Alternate meals will not be provided at the high school. Students will be allowed to purchase a meal if the student pays cash.

Parents are encouraged to fill out a free and reduced lunch application or send a sack lunch if unable to pay for school meals. ADULTS, INCLUDING USD #457 EMPLOYEES ARE REQUIRED TO PAY IN FULL AT EACH MEAL.

When students withdraw or graduate from Garden City Public Schools, parents may complete a refund request to receive the remaining balance in their student's account. If a refund request is not received by the District within three months of withdrawal or graduation, the remaining funds may be transferred to a District account to help ensure that all students have access to nutritious meals during the school day. All lunch balance funds must be refunded to families that qualify for free or reduced price meals and may not be transferred to the donation account.

Nutrition Services

Memo

To: Josh Guymon, Assistant Superintendent

From: Tracy Johnson, Nutrition Service Director

cc: Jessica Nothern, Financial Officer

Date: May 14, 2024

Re: 2024 - 2025 School Lunch Prices

Although Congress provided that only Sponsors that had a negative balance in the nonprofit school food service account as of January 21, 2024 are requires to raise meal prices for the 2024 - 25 school year, the USDA and KSDE is recommending all school districts to perform a Weighted Average Price Calculation each school year to establish if meal prices need to be increased. By using the price calculator, our district will need to increase prices by the maximum $.10 at each grade level. Adult breakfast will increase to $3.00 and lunch will increase to $4.75 in accordance with USDA Adult Meal Price Policy to stay above reimbursement.

Due to the financial stability of the Nutrition Service Account going into the 2024 – 25 school year all students, regardless of status will continue to receive free breakfast. In addition, Reduce students will continue receive free lunch.

Lunch Meal Pricing for the 2024 -2025 School Year

Grade Level	Lunch Pricing
PreK – 6	$2.85
7-8	$2.95
9-12	$3.10

Thank you for your consideration of this request.

Tracy Johnson

Tracy Johnson, Director of Nutrition Services

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Jessica Nothern, Chief Financial Officer
DATE: May 21, 2024
RE: Plant Facilities – Abe Hubert Elevator Drive Memo

ISSUE:

The Board of Education is asked to approve the contract with TKE Elevator for the installation of a new drive for the elevator at Abe Hubert.

BACKGROUND:

We had an emergency call on May 17th that the elevator at Abe Hubert went down. Ken Kerr called the local technician. The technician diagnosed that the drive had gone out. The drive currently being used is no longer supported and needs to be replaced with a newer model.

ALTERNATIVES:

No other alternatives applicable

RECOMMENDATION:

1. Approve the bid to contract with TKE Elevator
2. Deny the contract to TKE Elevator
3. Recommend an alternative solution

FISCAL NOTE:

The total expense for this purchase is $29,674.24. This purchase was not budgeted in the current fiscal year. However, we have adequate balances in our Capital Budget remaining for this purchase.

ATTACHMENTS:

Board Packet – TKE Repair Work
Order, Replacement Drive Information

V3F16L Drive Obsolescence

Spares Technical Bulletin

KONE Spares

Date: 2013-12-05 **Doc ID:** KSBulletin-13-01

Product Affected

The information in this bulletin affects EcoSpace controllers with a V3F16L drive that requires replacement.

Issue

The V3F16L drives (KM769900G13 or KM769900G14) were declared obsolete by a KONE Supplier and were retired from new equipment production in 2011.

Cause & Effect

The replacement drive for the V3F16L drive will be the KDL16L drive.

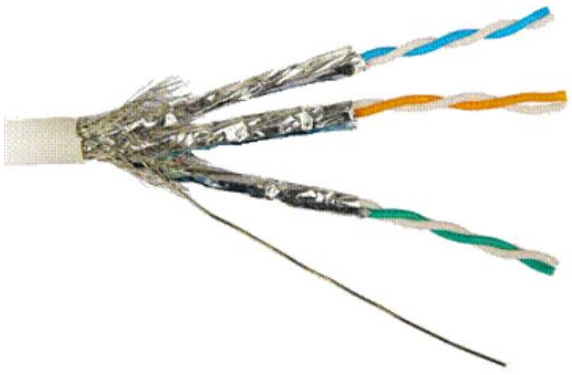
Corrective Action

The replacement of a V3F16L drive with a KDL16L drive involves three steps:

1. Replacing the V3F16L drive with the KDL16L drive utilizing the cable adapter and instruction kit.
2. The KDL16L drive uses an encoder instead of a tachometer for feedback so the machine tachometer and cable will have to be replaced with an encoder and cable. On jobs with remote machine rooms this includes running a new encoder twisted pair cable in place of the tachometer cable.
3. If the job has the EBR option the existing EBR1 or EBR2 will have to be replaced with an EBR3. The EBR1 and EBR2 are not compatible with the KDL16L drive.

Note:

The encoder cable that must be used is AWG#24, 3 twisted pair. Each individual pair foil shielded, and an overall foil/braided shield. Low capacitance cable. 300V. Similar to photo below.

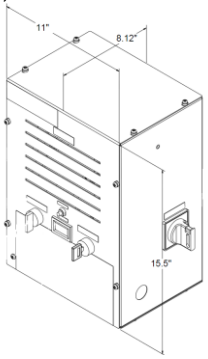


EBR (Electric Brake Release) option version identification:

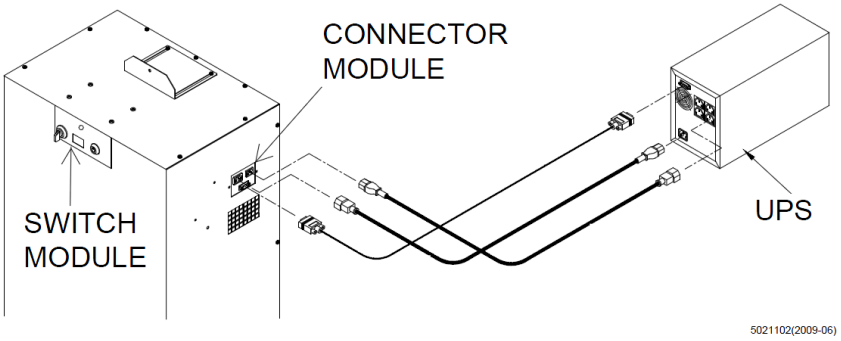
The Electric Brake Release option is a set of switches and a battery power source (UPS) that allows, in the event of a power outage, for an elevator mechanic to electrically lift the machine brakes while monitoring the car speed and drift the car to a landing to let any passengers out.

There are two styles of EBR's that were used with the V3F16L drive, EBR1 and EBR2.

EBR1 is a stand-alone box separate from the controller. The switches and UPS are all part of the EBR1 box which is 11" wide, 8-1/8" deep, and 15.5" tall. A drawing of the EBR1 is shown below.



EBR2 is mostly integrated into the controller. It has three main pieces: A switch/relay module attached to the top of the controller; a connector module attached to the side wall of the controller; and a UPS unit typically on a shelf on the outside of the controller or on a shelf on the wall near the controller. A drawing of the typical EBR2 is shown below:



Contact Person

For more information, contact the following groups:

For issues with part selection and/or identifying the characteristics of a job that has an EBR, contact KONE Spares Sales Department (800) 343-3344.

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Repair Work Order

May 17, 2024

Abe Hubert Elementary School

Purchaser:	Unified School District 457	Location:	Abe Hubert Elementary School
Address:	1205 Fleming St Garden City, KS 67846-4751	Address:	1205 A St Garden City, KS 67846-4314

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Twenty Nine Thousand Six Hundred Seventy Four Dollars and Twenty Four Cents ($29,674.24)** pursuant to the terms and conditions contained in this Work Order (the "Work Order"). Until Purchaser provides an applicable and properly completed tax exemption certificate, Purchaser will be billed not only the price set forth in this Work Order but also all applicable sales tax.

Summary:

Elevator	Description	Repair category
1	Controller Drive	Obsolete or Modernization

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at +1 316 5292233.

We appreciate your consideration.

Regards,

Brian Russell
TK Elevator Corporation
4939 S Lulu Ct Ste 20
Wichita KS 67216
brian.russell@tkelevator.com |+1 316 5292233

Notice:
No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Repair Work Order

Scope of Work

V3F16L UPGRADE TO KDL

- Upgrade includes complete kit with all necessary components with instructions for hassle free change out.
- Upgrade includes a more powerful drive than original.
- Encoder vs. Tachometer for smoother operation.
- This is not a MOD; this direct replacement does not require you to bring the unit up to code.
- In stock and ready for immediate shipment!

Payment Terms

0% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 100% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		$29,674.24
Initial progress payment:	(100%)	$29,674.24

Repair Work Order

Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.
The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order.
This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.
In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

Repair Work Order

Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

Unified School District 457 (Purchaser):	TK Elevator Corporation Management Approval
By:	By:
(Signature of Authorized Individual) Ken Kerr	(Signature of Branch Representative) David Ferran Branch Manager
(Print or Type Name)	
(Print or Type Title)	
(Date of Acceptance)	(Date of Execution)

Please contact _____ to schedule work at the following phone number _____

Repair Completion Notice to be signed at job completion

Date: _____
Repair Job #: _____

Building Name: Abe Hubert Elementary School
Street Address: 1205 A St
City State, Zip: Garden City, KS 67846-4314

Dear Ken Kerr,

Thank you for allowing us the opportunity to perform the repair job listed above.
We have completed the work as outlined in job #_____ and the unit is now up and running. You will receive a final bill for this work shortly.

We hope your experience was exceptional and look forward to serving you in the future. If you have any questions about the repair work or your service agreement, please check one of the boxes under "Follow-Up Request" and the appropriate person will contact you soon.

Customer Representative

Customer Name: Ken Kerr
Print or Type Name

Customer Signature: _____
Signature of Authorized Individual

Title: _____
Print or Type Title

Date: _____
Date of acceptance

Customer Email: kkerr@gckschools.com
Customer Email

TK Elevator Representative

Name: Brian Russell
Print or Type Name

Signature: _____
Signature of Authorized Individual

Title: Account Executive
Print or Type Title

Date: _____

Follow Up Request

If you would like a manager or department representative to contact you, please check one of the following:

- ☐ Sales Department
- ☐ Branch Manager
- ☐ Service Department
- ☐ Repair Department

Phone Number

Comments:

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Jessica Nothern, Chief Financial Officer
DATE: June 3, 2024
RE: Plant Facilities – Transportation Office HVAC

ISSUE:

The Board of Education is asked to approve the contract with Tatro for the installation of two new HVAC units and DDC Controls for the office at Transportation.

BACKGROUND:

As part of our Long Range Plan for 2024 we allocated and planned to replace the one large roof top unit that serves the office in Transportation. We have designed and bid to replace it with two smaller split-system units located on the mezzanine above the office.

ALTERNATIVES:

No other alternatives applicable

RECOMMENDATION:

1. Approve the bid to contract with Tatro
2. Deny the contract to Tatro
3. Recommend an alternative solution

FISCAL NOTE:

The total expense for this purchase is $162,634.00. This purchase has been budgeted in the current fiscal year from the following account: 016 E 4700 21 0550 056 01 610
Adequate balances are remaining for this purchase.

ATTACHMENTS:

Board Packet – comparable bids from Central

BID TABULATION - USD 457 TRANSPORTATION BUILDING HVAC UPGRADE

Owner: USD 457 **Bid Opening: - 05/28/2024**

MECHANICAL CONTRACTOR	Bid Security *(Yes or No)*	Insurance *(Yes or No)*	REC'D ADDENDA (1 *Total)*	Project Schedule (1 *Total)*	BASE BID		Alternate #1	Alternate #2	Subcontractors:			
					BASE BID	[C&C breakout]	Ceiling Tile & Grid	C&C Controls DDC	TCC	Electric	Test & Balance	Completion Time
Tatro	Y	Y	Y	Y	$158,397.00	[$9650]	$30,800.00	$4,237.00	C&C	Davis	QTAB	62 Days
Central	Y	Y	Y	Y	$185,310.00	[$9650]	$27,230.00	$3,690.00	C&C	Davis	QTAB	130 Days