

Regular Board of Education Meeting

Monday, August 11, 2025 6:00 PM

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

A. **PLEDGE**

B. **SILENT REFLECTION**

C. **MEETINGS OF NOTE**

- **Back to School Convocation, Tuesday, August 12, 2025, at 8:00 A.M. in the GCHS Gymnasium. Four or more board members may be in attendance.**

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

1. Add item K.2., Executive Session, Personnel matters for non-elected personnel.

2. Additional certified and classified personnel actions, item F. 3.

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

F. **CONSENT AGENDA**

1. Minutes

- a. Minutes of the July 22, 2025, Regular Board of Education Meeting/Board Retreat

- b. Minutes of the July 24, 2025, Regular Board of Education Meeting

2. Accounts Payable totaling \$1,411,638.66, noting that all major accounts contain adequate balances to meet current obligations.

3. Personnel

- a. Certified

- b. Classified

4. Other

- a. The Board of Education is asked to consider and approve the following 2025-26 Handbook:

- Curriculum Council

- b. The Board of Education is asked to consider and approve the disposal of curriculum resources no longer in use in the district.

- c. The Board of Education is asked to consider and approve the Drug Testing Service Agreement between Revere Healthcare Solutions Inc. (RHS) and Garden City Public Schools (USD 457).

- d. The Board of Education is asked to consider and approve the purchase of Teach Town student licenses for LEAP/Life Skills special education programs in the amount of \$23,484.00.

- e. The Board of Education is asked to consider and approve the School Resource Officer Agreement between the City of Garden City, Kansas (City), the Garden City Police Department (GCPD) and the Board of Education of Unified School District No. 457, (USD 457).

- f. The Board of Education is asked to consider and approve the Crossing Guard Agreement between the City of Garden City, Kansas (City), and the Board of Education, Unified School District No. 457, Finney County, State of Kansas (USD 457).

- g. The Board of Education is asked to consider and approve the Memorandum of Understanding between the City of Garden City, Kansas, Garden City Police Department, and Unified School District No. 457 for the School Resource Officer Program.

G. **BOARD REPORTS**

1. Staffing Update

H. **NEW BUSINESS**

1. The Board of Education is asked to consider and approve the East Side Pedestrian Pathway Project: ROW/Easement Request.
2. The Board of Education is asked to consider and approve the purchase of Fire Alarm Panel Upgrade at Horace Good Middle School, Johnson Controls, in the amount of \$24,837.00.
3. FY2025-26 Budget Presentation
4. Election of delegate and alternate delegate for the Kansas Association of School Boards' Delegate Assembly on Saturday, November 15, 2025, as part of the KASB Annual Convention.
5. Board of Education Committee Assignments 2025-26 - Sign-up
6. Board Member Stipend Discussion

I. **BOARD OPEN DISCUSSION**

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

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. Consultation with an attorney for the body or agency which would be deemed privileged in an attorney-client relationship.
2. Personnel matters for non-elected personnel.

L. **ADJOURNMENT**



DRAFT* MINUTES *DRAFT

Regular Board of Education Meeting, Thursday, July 22, 2022, 5:00 PM

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

The Board of Education of Garden City USD 457 met for a Regular meeting on Tuesday, July 22, 2022, at 5:00 PM in the Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846.

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

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

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

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

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

C.1. Add Item D., Unfinished Business, and D.1., The Board of Education is asked to consider and approve the renewal of Leader in Me for the amount of \$62,897.00 for a one-year contract.

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

Voting Detail:

Bergkamp: Yea

Gigot: Yea

Haeck: Yea

Hinde: Yea

Ralston: Yea

Wiese: Absent

Voting Summary: Yea: 5, Nay: 0, Absent: 1

D. **UNFINISHED BUSINESS**

D.1. **The Board of Education is asked to consider and approve the renewal of Leader in Me for the amount of \$62,897.00 for a one-year contract.** Steve Nordby, Interim Assistant Superintendent,

presented an updated quote from the one that was presented at the previous meeting to reflect a change in pricing for one year. The previous quote was a two-year quote.

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

I move to approve the renewal of Leader in Me in the amount of \$62,897.00 for a one-year contract. This motion, made by Andy Fahrmeier and seconded by Mark Hinde, Carried.

Voting Detail:

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

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

E. DINNER

F. BOARD RETREAT - District planning and goal-setting.

Discussion:

- Reviewed Mission and Vision
- Reviewed Principal Interview Questions
- Reviewed Individual Board Member Responses
- Reviewed Strategic Plan and Updates
- Set Priorities for the Year

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

H. ADJOURNMENT

That the Board of Education meeting be adjourned at 8:33 P.M. This motion, made by Nathan Haeck and seconded by Mark Hinde, Carried.

Voting Detail:

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

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

Respectfully submitted,

Approved:

Jennifer Ramos, Clerk

Randy Ralston, President



DRAFT* MINUTES *DRAFT

Regular Board of Education Meeting, Thursday, July 24, 2025 - 5:00 PM

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

The Board of Education of Garden City USD 457 met for a Regular meeting on Thursday, July 24, 2025, at 5:01 PM in the Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846.

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

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

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

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

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

C.1. Add item D.4.b., Consent Agenda, Other, the Board of Education is asked to consider and approve the updated Mission and Vision Statement.

C.2. Item D.3., additional classified personnel actions for consideration.

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

Bergkamp: Absent

Fahrmeier: Yea

Gigot: Yea

Haeck: Absent

Hinde: Yea

Ralston: Yea

Wiese: Absent

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

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

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

Voting Detail:

Bergkamp: Absent

Fahrmeier: Yea

Gigot: Yea

Haeck: Absent

Hinde: Yea

Ralston: Yea

Wiese: Absent

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

D.1. Minutes

D.1.a. Minutes of the July 14, 2025, Regular Board of Education Meeting

D.2. Accounts Payable totaling \$4,733,491.05, noting that all major accounts contain adequate balances to meet current obligations.

D.3. Personnel

D.3.a. Certified

Appointments: Dillon Rojas, Katelynn Koehn

D.3.b. Classified

Terminations: Lawrence LaMasters

Resignations: Reyna Martinez Jimenez, Arely Lopez-Gonzalez, Deborah Moos, Regan Hawley

Assignments: Shelbi Eastman

Transfers:

- Christine Sabourin from Nutrition II-7 at Jennie Wilson Elementary to Nutrition III at Alta Brown
- Gabriela Lira from Nutrition I at Abe Hubert Elementary to Nutrition II – 7.75 at Jennie Wilson Elementary
- Irma Quintana Garcia from Nutrition III at Garfield Early Childhood Center to Nutrition I at Horace Good Middle School
- Alyssa Strickert from Nutrition I at Horace Good Middle School to Nutrition II at Horace Good Middle School
- Patricia Resendiz from Nutrition I at Horace Good Middle School to Nutrition II at Garden City Achieve
- Samuel Gossman from Custodian I at Florence Wilson Elementary School to HVAC Specialist at Plant Facilities

Other:

- LeeAnn Thon, HR Coordinator requested a change to the Garden City High School Office Assistant II position, currently held by Aaron Riojas, from a full-time calendar to a 205 calendar.
- Shane Burns, Director of Transportation, requested to Close 1.0 Mechanic Manger and Open 1.0 Mechanic.

D.4. Other

D.4.a. Approved the following Board of Education Policy changes.

D.4.a.i. BBC Board Committees

- D.4.a.ii. CCA District Organizational Chart
- D.4.a.iii. CN Public Records
- D.4.a.iv. DFE Investment of Funds
- D.4.a.v. DFH Fundraising Activities (NEW)
- D.4.a.vi. GAE Complaints, formerly titled GAE Classified Employee Grievance Procedure
- D.4.a.vii. GAACB Employee Whistleblower (NEW)
- D.4.a.viii. IB School Site Councils
- D.4.a.ix. IC Educational Program
- D.4.a.x. JBC Enrollment
- D.4.a.xi. JBCD Enrollment of Military Students (NEW)
- D.4.a.xii. JBCDA In District Transfer (title change)
- D.4.a.xiii. JGFGB Supervision of Medications
- D.4.a.xiv. JH Student Activities
- D.4.a.xv. KBC Media Relations and Usage
- D.4.a.xvi. KGB Concealed Observations
- D.4.a.xvii. KM Visitors to the School
- D.4.a.xviii. KN Complaints

D.4.b. Approved the updated Mission and Vision Statement.

E. NEXT BOARD MEETING - The next meeting of the Board of Education will take place on Monday, August 11, 2025, at 6:00 P.M. in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.

F. 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 5:03 P.M. This motion, made by Mark Hinde and seconded by Jackie Gigot, Carried.

Bergkamp: Absent

Fahrmeier: Yea

Gigot: Yea

Haeck: Absent

Hinde: Yea

Ralston: Yea

Wiese: Absent

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

Respectfully submitted,

Approved:

Jennifer Ramos, Clerk

Randy Ralston, President

BOARD OF EDUCATION
Certified Personnel Actions
 July 24, 2025

APPOINTMENTS:

Jennifer Hands, Garden City, Kansas, is recommended for a career center facilitator position at Garden City High School effective for the 2025-26 academic year. She is a former USD 457 teacher and coordinator with twelve years' experience.

Kaitlyn Miller, Liberal, Kansas, is recommended for a fourth grade position at Abe Hubert Elementary School effective for the 2025-26 academic year. She is first year teacher.

TRANSFERS:

Ronald Daquipil – from fourth grade position at Gertrude Walker Elementary School to third grade position at Georgia Matthews Elementary School.

Mary Deleon – from newcomer position at Garden City High School to ESL science position at Garden City High School.

Tiffany Heavner – from social worker position at Garden City High School to mental health liaison position at Garden City High School.

Tracy Heiman – from newcomer position at Kenneth Henderson Middle School to interventionist position at Georgia Matthews Elementary School / Jennie Wilson Elementary School.

Laura Ibarra – from newcomer position at Charles Stones Intermediate Center to interventionist position at Abe Hubert Elementary School / Edith Scheuerman Elementary School.

Mary Morton – from second grade position at Alta Brown Elementary School to interventionist position at Alta Brown Elementary School / Gertrude Walker Elementary School.

Jessica Saddler – from behavior specialist position at Garden City Achieve to school psychologist intern position at Garden City High School.

Maricel Timtiman – from third grade position Gertrude Walker Elementary School to first grade position at Victor Ornelas Elementary School.

POSITION CHANGES:

Drew Thon, deputy superintendent, is requesting the following position changes effective for the 2025-26 school year:

- Close 1.0 Career School Counselor
- Open 1.0 Career Center Facilitator
- Move 1.0 third grade position from Gertrude Walker Elementary School to Georgia Matthews Elementary School
- Close 1.0 fourth grade position at Gertrude Walker Elementary School
- Close 1.0 newcomers' position at Charles Stones Intermediate Center
- Close 1.0 newcomers' position at Kenneth Henderson Middle School
- Close 1.0 newcomers' position at Abe Hubert Elementary School
- Open .5 interventionist position at Abe Hubert Elementary School / .5 Edith Scheuerman Elementary School
- Open .5 interventionist position at Georgia Matthews Elementary School / .5 Jennie Wilson Elementary School
- Open .5 interventionist position at Alta Brown Elementary School / .5 Gertrude Walker Elementary School
- Close 1.0 social worker position at Garden City High School
- Open 1.0 mental health liaison position at Garden City High School
- Open 1.0 School Psychologist Intern at Garden City High School

BOARD OF EDUCATION

Certified Personnel Actions

August 11, 2025

APPOINTMENT:

Michelle Wells, Garden City, Kansas, is recommended for a career center facilitator position at Garden City High School effective for the 2025-26 academic year. She is a former USD 457 teacher with 28 years' experience.

BOARD OF EDUCATION

Addendum to Certified Personnel Actions

August 11, 2025

STUDENT TEACHER AGREEMENT:

Yadira Juarez-Soto – Newman University

BOARD OF EDUCATION
Classified Personnel Actions

August 11, 2025

RESIGNATIONS	POSITION	BUILDING	DATE
Guadalupe Adame	Paraprofessional I	Horace Good Middle School	5/22/2025
Laci Bates	Paraprofessional I	Bernadine Sitts Intermediate Center	5/22/2025
Shania Castro	Paraprofessional II	Kenneth Henderson Middle School	5/22/2025
Carlos Escarcega	Grounds	Plant Facilities	8/8/2025
Porscha Hendershot	Paraprofessional II	Abe Hubert Elementary School	5/23/2025
Mariah Olinger	Paraprofessional II	Abe Hubert Elementary School	5/23/2025
Manuela E. Rios	Nutrition I	Garden City High School	5/22/2025
Nancy Garcia Rivera	Paraprofessional I	Garfield Early Childhood Center	5/23/2025
ASSIGNMENTS	POSITION	BUILDING	DATE
Jacob Arellano	Paraprofessional III	Abe Hubert Elementary School	8/11/2025
Annaliz Atega	Paraprofessional II (.5)	Garfield Early Childhood Center	8/11/2025
Susan Diane Ball	Paraprofessional II	Garfield Early Childhood Center	8/11/2025
Samuel Calzada-Galan	Paraprofessional II	Charles Stones Intermediate Center	8/11/2025
Lyndsey Carias	Paraprofessional II	Buffalo Jones Elementary School	8/11/2025
Alizza Castro	Paraprofessional II	Buffalo Jones Elementary School	8/11/2025
David Childress	Bus Driver	Transportation	8/11/2025
David Clifford	Mechanic	Transportation	8/11/2025
Joy Clifford	Paraprofessional III	Victor Ornelas Elementary School	8/11/2025
Rosalba Contreras	Bus Driver	Transportation	8/6/2025
Lisa Dierks	Paraprofessional III	Abe Hubert Elementary School	8/11/2025
Elijah English	Paraprofessional III (.5)	Abe Hubert Elementary School	8/11/2025
Destiny Garcia	Nutrition I	Garden City High School	8/14/2025

Declan Gough	Paraprofessional III	Therapeutic Education Program	8/11/2025
Cheryl Majeski	Paraprofessional III	Garden City High School	8/11/2025
Lori J. Nieman	Office Assistant II	Garden City High School	7/21/2025
Valeria Ortega-Borunda	Paraprofessional I	Florence Wilson Elementary School	8/11/2025
Guadalupe Palomino Baca	Paraprofessional II	Buffalo Jones Elementary School	8/11/2025
Claudia Pena	Nutrition I	Garden City High School	8/14/2025
Calli Riley	Paraprofessional III	Therapeutic Education Program	8/11/2025
Stephanie Trujillo	Paraprofessional III	Victor Ornelas Elementary School	8/11/2025
Kimberly Vanley	Paraprofessional III	Therapeutic Education Program	8/11/2025
Adriana Vital Herrera	Paraprofessional I (.5) / Paraprofessional II (.5)	Buffalo Jones Elementary School	8/11/2025

TRANSFERS	FROM	TO	DATE
Lourdes Gallegos	Paraprofessional II: Buffalo Jones Elementary School	Paraprofessional III (.5): Abe Hubert Elementary School	8/11/2025
Rufina Hinojos	Paraprofessional II: Garfield Early Childhood Center	Paraprofessional I: Garfield Early Childhood Center	8/11/2025
Francisa Martinez Castaneda	Custodian I: Florence Wilson Elementary School	Custodian I: Plant Facilities	8/5/2025
Shakira Ruiz	Custodian II: Buffalo Jones	Office Assistant II: Transportation	7/1/2025
Christine Sabourin	Nutrition II: Jennie Wilson Elementary School	Nutrition III: Alta Brown Elementary School	8/14/2025
Michelle Vela	Paraprofessional I: Garfield Early Childhood Center	Paraprofessional I: Kenneth Henderson Middle School	8/11/2025

BOARD OF EDUCATION
Classified Personnel Actions Addendum

August 11, 2025

RESIGNATIONS	POSITION	BUILDING	DATE
Kelvin Fuentes Cabrera	Mechanic	Transportation	8/22/2025
Julie Ann Meija	Office Assistant I	Georgia Matthews Elementary School	8/22/2025

ASSIGNMENTS	POSITION	BUILDING	DATE
Arianna Alijah Garcia	Paraprofessional I	Garfield Early Childhood Center	8/11/2025

TRANSFERS	FROM	TO	DATE
Martha Lisk	Paraprofessional II: Victor Ornelas Elementary School	Paraprofessional I: Edith Scheuerman Elementary School/Abe Hubert Elementary School	8/11/2025
Luiz Ramon Orozco	Paraprofessional II: Alta Brown Elementary School	Paraprofessional III: Gertrude Walker Elementary School	8/11/2025

OTHER:

LeeAnn Thon, HR Coordinator, is requesting to make the following changes:

- Close 1.0 Para 1 at Abe Hubert Elementary School
- Close 1.0 Para 1 at Edith Scheuerman Elementary School
- Close 1.0 Para 1 at Gertrude Walker Elementary School
- Close 1.0 Para 1 at Charles Stones Intermediate Center
- Close 1.0 Para 1 at Horace Good Middle School
- Open 1.0 Para 1 at Gertrude Walker Elementary School / Alta Brown Elementary School
- Open 1.0 Para 1 at Edith Scheuerman Elementary School / Abe Hubert Elementary School
- Open 1.0 Para 1 at Georgia Matthews Elementary School / Jennie Wilson Elementary School
- Open 0.5 Para 1 at Jennie Barker Elementary School (to combine with current open 0.5 Para 1)
- Open 1.0 Para 1 at Jennie Wilson Elementary School
- Open 1.0 Para 1 at Victor Ornelas Elementary School
- Open 1.0 Para 1 at Kenneth Henderson Middle School

2025-2026 Handbook



TABLE OF CONTENTS

[District Curriculum Council Membership and Purpose](#)

[Purpose](#)

[Membership](#)

[Requirements](#)

[District Curriculum Council](#)

[August 2025 – May 2026](#)

[District Curriculum Council DATE](#)

[Consent Agenda will include name changes of GCHS course/s Tabled Requests](#)

[Levels of Intervention](#)

[Tier 1](#)

[Role of Support Staff](#)

[Tier2](#)

[Tier3](#)

[DELETION OF COURSE OFFERING](#)

[Total Score: _____](#)

[Process for Recommendation of Curriculum and/or Textbook Adoption](#)

[Garden City Public Schools Textbook Adoption Policy \(IF\) Textbook Selection and Adoption](#)

[Curriculum Council/District MTSS Team](#)

[Form A](#)

[Form B](#)

[Form C Textbook Materials Review](#)

[Procedures for Reconsideration of Materials](#)

[If the content of any instructional material is questioned by an individual or group in the community, the following procedure shall be followed:](#)

[CITIZEN'S REQUEST](#)

[USD #457 Mathematics Resource Protocol](#)

District Curriculum Council Membership and Purpose

~~/MTSS Team /KESA~~

Organization of Council

Curriculum decisions were previously determined by the Staff and Curriculum Development Council now reorganized into two separate councils/committees. The Professional Development Council will plan, review, and evaluate district needs while the District Curriculum Council ~~/MTSS /KESA~~ will oversee, plan, and approve the curriculum and instruction program in all areas, Pre-K – 12. ~~Such duties shall include but not be limited to the following: establishment of exit outcomes for graduates, curriculum revision and updates, approval of course changes, and textbook adoption.~~ All instructional programs in USD 457 will be under the jurisdiction of the District Curriculum Council. Curriculum Council will ensure that curriculum aligns with evidence based practices to promote effective tiered instruction. Such duties shall include but not be limited to the following:

- Review and recommend improvements to instructional materials for all students in grades PreK-12, subject to approval by the Board of Education.
- Recommend curriculum revisions and updates to include core, supplemental, and intensive curricula included on the curriculum protocols. (IC)(MTSS)
- Recommend the approval of course changes. (IC)
- Recommend the approval of textbook adoption.(IC)
- Recommend pilot projects with pre-determined evaluation procedures. (ICA)
- Recommend revisions to exit outcomes for graduates.

The Director of Curriculum and Instruction ~~Suzette Goldsby-Lewis~~ will serve as chair of the committee and is a non-voting advisory member. ~~Certified council members are teachers from every level including core areas and specials and a building administrator from each level. Teachers were selected via an application process by the Superintendent's Leadership Team. The Leadership Team appointed three Building Administrators, three Parents (recruited from Site Councils and PTOs), and the Board of Education appointed two board members to serve this council.~~ The Council shall be composed of the following members elected by their peers:

- Two (2) PK-4 Certified Employees
- Four (4) 5-12 Certified Employees
- One (1) Special Education Certified Employee

The District's Administration may appoint up to four (4) administration-level representatives to serve on the Council.

~~Members may resign at any time. Resignations must be in writing and submitted to the coordinators at least one regular meeting prior to the effective date of the resignation. The council will begin year five of a five-year cycle in the 2021-2022 school year. The position of any council member who leaves the district or resigns will be replaced through the application process.~~

Monthly meetings will be held between August and May. The Council may consider an item as a first read and take action on that item at the same meeting. If questions arise, the item may be tabled until the next meeting whereupon more information can be gathered and the final vote can occur.

Purpose

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

Membership

- ~~Non-voting members include district representatives & two Board of Education members.~~
- ~~24 voting members who represent all levels include: 18 teachers (core and specials), 3 principals, and 3 parents.~~
- ~~Selection process: Application process selection by Superintendent's Leadership Team.~~
- ~~If selected as a member but change building level and/or subject area, members must complete the tier originally selected for.~~

Rotation of Membership

All council members will serve a three-year staggered rotation term. Terms are staggered so no group represented will intentionally have both representatives elected in the same election cycle. The rotation cycle is documented below. Any member may choose to serve multiple terms. If the member wants to serve again, the selection process will continue as listed in the election process. *In order to initiate this rotation in the fall of 2025, the election ballot will state the seated term for which potential members are running.*

Voting Role	Elected Member	Term Ending
PK-4 Certified	TBD	2027
PK-4 Certified	TBD	2028
5-12 Certified	TBD	2026
5-12 Certified	TBD	2027
5-12 Certified	TBD	2027
5-12 Certified	TBD	2028
Special Education Certified	TBD	2028

Non-Voting Appointed Administration	Appointed Member	Term Ending
PK-4 Administrator	TBD	2027
PK-4 Administrator	TBD	2028
5-12 Administrator	TBD	2027
5-12 Administrator	TBD	2028

Members are elected by their representative groups. Members may resign at any time. Resignations must be in writing and submitted to the chairperson at least one regular meeting prior to the effective date of the resignation. The position of any council member who leaves the district or resigns will be replaced through the election process. Any council member will automatically be asked to resign under the following conditions:

- Council member who misses three unexcused meetings during a school year or who fails to carry out responsibilities and duties.
- Council member who moves to a new education position outside of their representative group.

Should there be extenuating circumstances an appeal can be made to the Council with the person making the appeal abstaining from the vote.

Election Process:

1. All elections should occur before the end of the school year, except in the case of a resignation, which shall be completed within one month of the accepted resignation. The initial election of the new process will occur in August of 2025 before the first Curriculum Council Meeting.
2. The Curriculum Council Chair emails all licensed personnel to seek candidates. Candidates are required to answer the interview questions in a survey as part of their nomination process.
3. If only one candidate runs, a regular vote is still held according to steps 5-8 in order to ensure that the appropriate licensing group selects representation.
4. If no candidates volunteer, the Curriculum Council Chair contacts building administrators for candidate recommendations. The Curriculum Council Chair then contacts each recommended candidate to determine willingness to run. Upon identification of a candidate, a regular vote is held according to steps 5-8 in order to ensure that the appropriate licensing group selects representation.
5. The Curriculum Council Chair creates an electronic ballot including names of all eligible candidates who are representative of the district's licensed personnel. The ballot will include links to the nominee's answers to the interview questions.
6. The Curriculum Council Chair emails the electronic ballot to all licensed personnel for voting in their grade band assignments based on their licensing status.
7. At the conclusion of the voting window, the Curriculum Council Chair notifies all licensed personnel of election results via email.

Requirements

~~Curriculum Council will ensure that curriculum aligns with evidence-based practices to promote effective tiered instruction.~~

District Curriculum Council Meeting Dates

August 2025 – May 2026

Second Tuesday of month (with some modifications if necessary)
4:30pm (in person) - ESC

<u>Meeting Dates</u>	<u>Agenda Item Due Dates</u>	<u>Technology Due Dates</u>
<i>No August Meeting in 2025 due updated membership election process. Elections will take place in August.</i>		
September 16	September 9	September 2
October 14	October 7	September 30
November 11	November 4	October 28
December 9	December 2	November 18 *Due to Thanksgiving Break
January 13, 2026	January 6	December 16
February 10	February 3	January 27
March 10	March 3	February 24
April 14	April 7	March 31
May 12	May 5	April 28

Agenda items with accompanying documents must be submitted to the Office of Learning one week **before the Tuesday meeting. Agenda items involving technology must be submitted to technology prior to the Curriculum Council meeting.** (see dates above.)

Delete Table

Curriculum Council Members				
Name		Building	Level	Core/special/elective
Elementary				
Angelica Romero		ES	Elem	Core
White, Maryjane		JW	Elem	Coach
OPEN			Elem	
OPEN			Elem	
OPEN			Elem	
OPEN			Elem	
OPEN			Elem	
OPEN			Elem	Principal
IG/MS				
Potts, Amber		HG	IG/MS	Core
Violet Johnson		HG	IG/MS	Core
OPEN			IG/MS	Core
OPEN			IG/MS	Core
OPEN			IG/MS	Core
OPEN				Core
OPEN				Principal
Secondary				
Griffin, Amy		HS	Sec.	Core
Burnfin, Rebecca		HS	Sec.	Core
Linenberger, Whitney		HS	Sec.	Principal
Terpstra, Wendi		HS	Sec.	Core
Emily Hamlin		HS	Sec.	Counselor
Amy Anderson		HS	Sec.	Elective
Meng, Ryan		HS	Sec	Principal
Parent Representatives				
OPEN			Elem.	
OPEN			IG/MS	
OPEN			second	
Non-Voting: *				
*Gates, Tyler				Technology
*Hands, Jenny				GTE
*Michelle Baier				Curriculum Coordinator
*Dr. Maria Gomez-Roque				Deputy Superintendent
*OPEN				BOE
*OPEN				BOE
*Suzette Goldsby-Lewis				Curriculum Council Chair

District Curriculum Council DATE
4:30 pm / ESC BOE

Welcome: District Facilitator

Consent Agenda will include name changes of GCHS

course/s Tabled Requests

Curriculum Adoption Updates:

Update on Board of Education Action:

Application for New Course or Deletion of Course: Accreditation

Update/Information

Other

Next meeting scheduled for (yellow highlight text

Curriculum Council Request Form MTSS Intervention Resources

Name: _____

Date: _____

Building Submitting Request: _____

Item to be added to the agenda: _____

Reason: _____

Content area of item: _____ Grade level(s): _____

Number of students to be impacted: _____

Cost of program (include software license, etc.): _____

Attachments or Data link/URL for more information(if yes, please attach):

Special Equipment needed: _____

Technology needed: _____

*Any requests should be sent to technology 2 weeks prior to Curriculum Council meeting (See dates in handbook)

- Submitted to Technology via Zendesk: Date _____

Reviewed by Technology:

Signature: _____

Action taken: _____ Recommended _____ Not Recommended

Reviewed by Principal:

Signature: _____

Action taken: _____ Recommended _____ Not Recommended

Reviewed by Curriculum Council:

Signature: _____

Action taken: ☐ Recommended ☐ Not Recommended

Reviewed by Assistant/Deputy Superintendent overseeing Curriculum & Instruction:

Signature: _____

Action taken: ☐ Recommended ☐ Not Recommended

Submitted to the Board of Education (if necessary):

Signature: _____

Action taken: ☐ Approved ☐ Not Approved

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

Levels of Intervention

The MTSS (Multi-Tier Systems of Support) 3-Tier Model implements three levels of intervention to ensure that students' needs are addressed.

Tier 1

Tier 1 is comprised of three main elements:

- 1.) **A Core Program** - Our district is currently using Connect4Learning series as a core curriculum for reading and math at the Early Childhood Center.
- 2.) Benchmark Advance is the textbook used in K-5 to address the five components of reading instruction (phonemic awareness, phonics, vocabulary, phonics and comprehension). Various reading strategies are used as the core curriculum at the middle and high school level.
- 4.) **Assessment**: Students are given FastBridge as a benchmark test 3 times a year to determine instructional needs. Subsequent progress monitoring probes such as FastBridge progress monitoring, LETRS Phonics and Word Reading Survey, and QPS assessments are administered to all students who scored below the initial benchmark. The data that is collected serves to guide the reading instruction and intervention provided by the teachers and interventionists.
- 5.) **Ongoing Professional Development** provides teachers with the necessary tools to ensure every student receives quality. Professional development workshops are designed specifically for each grade level and contain three key elements:
 1. Data and its use in guiding instructional decision making.
 2. Elements of a successful core program including Oral language development, SIOP, phonological awareness, phonics, word study, fluency, comprehension, guided reading and differentiated instruction.
 3. Features of effective instruction including cooperative learning, classroom management, etc.

Many layers of professional development will be offered by the district and may include:

- outside consultants
- district or school professional library
- study groups
- instructional coaching
- observation of other teachers

Role of Support Staff

Reading Intervention Specialists and other certified staff doing inclusion will be offering skills-based instruction (not guided reading). All instruction will be based on data.

Tier2

One reading program is not likely to meet the needs of all students. Therefore, it is necessary to provide intervention programs to address the reading skills of students who are not making adequate progress in their core reading instruction. The purpose of secondary intervention is to prevent these students from a continued lack of progress and a need for more intensive intervention.

Tier 2 provides additional, small group instruction outside the reading block to students who score below benchmark criteria in one or more critical areas of reading. Tutoring is provided to groups of three to five students for 30 minutes per day. Content of the tutoring sessions reflects the important components of reading based on the grade level of the students and is planned according to progress monitoring data. Students who progress to grade level are exited and their progress is monitored to assure on-level reading. Those who do not exit are provided with the third tier of intervention.

Tier3

Tier 3 is designed for students with low reading skills and sustained lack of adequate progress when provided with primary and secondary intervention. Tutoring at this level is more intensive and includes more explicit instruction that is designed to meet the individual needs of struggling readers. Group size is smaller and the duration of daily instruction is longer. Tier 3 instruction occurs outside the reading block.

**Garden City USD 457
DELETION OF
COURSE OFFERING**

PART I

1. Name of course to delete from curriculum: _____

2. Description of course (attach additional sheets if needed): _____

3. Reason(s) for deleting course: _____

4. Required Course: _____ Elective Course: _____

5. Effect of deleting course on curriculum: _____

6. Requested by: _____ Date: _____

Print Name

Signature

Part II

7. Reviewed by Principal -

- Action taken:
- Recommended
- Not Recommended

_____ Date: _____
Signature

8. Submitted to the Curriculum Council -

- Action taken:
- Recommended
- Not Recommended

_____ Date: _____
Signature

9. Submitted to the Instruction Office Administrator -

- Action taken:
- Recommended
- Not Recommended

_____ Date: _____
Signature

10. Submitted to the Board of Education -

- Action taken:
- Recommended
- Not Recommended

_____ Date: _____
Signature

Process for New Course Offering - All Schools

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

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

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

Request for New Course Offering - All Schools

BELOW TO BE COMPLETED BY REQUESTING PROFESSIONAL/DEPARTMENT CHAIR	
Professional Submitting Request: Department of Submission: Date Completed by Professional:	Building Submitting Request: Date Submitted to Department Chair:
Course Name:	SKYWARD INFORMATION: Short description of course (15 characters) <i>prints on transcripts</i> Long description of course (30 characters)
Kansas Course Code (KCCMS): _____	
Please attach the following: ☐ Standards/Course Objectives ☐ Syllabus ☐ Description of Course 80% of standards for the course should be addressed in order for approval. Please attach any other pertinent documents you think the Council may wish to evaluate to approve the course.	Does any additional curriculum need to be purchased <u>for additional credit to be offered</u> ? ☐ YES* ☐ NO <i>*If yes, please attach information regarding curriculum to be purchased that includes cost.</i> <i>**If approved by building principal, Council will assume that cost of new curriculum is not a concern.</i> Does this course have the potential or need for a supplemental salary? ☐ YES* ☐ NO <i>*If yes, please attach an explanation of the supplemental including cost and hours.</i>
List any pre-requisite courses:	Indicate the following: ☐ Required Course ☐ Elective Course ☐ Either (depends on grad reqs)
BELOW TO BE COMPLETED BY COUNSELOR	
Course Length: ☐ 1 quarter ☐ 1 semester ☐ 2 semesters Credit to be Earned: _____ Is this a dual credit course? YES / NO Is this a GCCC course? YES/NO Number of USD 457 Credits: _____ (3 GCCC credit hours = 0.5 credit at USD 457) GPA Set: ☐ normal ☐ indexed	NOTES:

Skyward Filter: ☐ LA ☐ OC ☐ FA ☐ MA ☐ SS ☐ PE ☐ SCI ☐ CO ☐ GE ☐ FL ☐ STEM	<i>*TECHNOLOGY ON BACK</i>
BELOW TO BE COMPLETED BY TECHNOLOGY	
☐ KCCMS Mapping Confirmed ☐ Skyward Updates including any Course Code Assigned —> _____ ☐ Grad Requirements & Filtering Confirmed ☐ GCHS Registrar/Counseling Department Notified of Completion ☐ Forms Returned to Office of Curriculum & Instruction	

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

Process for Adding Credit for GCHS Courses within the Department

This form is to be completed for a course that has already been approved by the Curriculum Council but needs additional credit assigned to the course within the department. Example: Women with a Pen already has general elective credit, but we want to add ELA elective credit.

STEP ONE: Requesting professional (teacher/counselor) submits written request* to the Department Chair for evaluation/completion. The Chair makes needed modifications to the request and discusses the change with the department.	_____ <i>Date of Department Mtg.</i>
STEP TWO: Chair of requesting department submits the written request* to Associate Principal in charge of overseeing their programs.	Recommended / Not Recommended _____ <i>AP Signature / Date</i>
STEP THREE: Request* is brought to the GCHS Administrative Team for approval by the AP of the Department.	Recommended / Not Recommended _____ <i>Date of Discussion</i>
STEP FOUR: AP of the Department takes Request to counselors complete Skyward Course Information on the written request form.	Skyward Course Information Completed _____ <i>Counselor Department Chair</i>
STEP FIVE: Request is brought to the Curriculum Council for a final decision by the Department Chair and/or the requesting professional. <i>Presence is expected at the Curriculum Council meeting to answer any questions.*</i>	Recommended / Not Recommended** _____ <i>Curriculum Council Chair Signature / Date</i>
STEP SIX: Final determination, before submission to the BOE, is determined by the Assistant/Deputy Superintendent overseeing the Office of Curriculum & Instruction.	Recommended / Not Recommended _____ <i>Asst./Deputy Superintendent Signature / Date</i>
STEP SEVEN: Request is presented to BOE for approval	Approved / Not Approved
STEP EIGHT: If approved by BOE, Request is sent to technology: A Zendesk is written by Chair of the Curriculum Council & paper copies are delivered by administrative assistant.	_____ <i>Date Zendesk Submitted</i> _____ <i>Date Forms Delivered</i>
STEP NINE: GCHS Registrar/Counselors are notified of completed changes by Technology. Forms are returned to the Office of Curriculum & Instruction.	_____ Date Changes Complete ☐ Forms Returned to Office of Curriculum & Instruction

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

Request for Adding Credit for GCHS Courses within the Department (PG 2)

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

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

Request for Adding Credit for GCHS Courses within the Department

BELOW TO BE COMPLETED BY REQUESTING PROFESSIONAL/DEPARTMENT CHAIR	
Professional Submitting Request: Date Completed by Professional:	Date Submitted to Department Chair:
Course Name:	Current KCCMS Code: Future KCCMS Code (if applicable):
Reasoning for Additional Credit:	Approximately how many students will this change impact?
Please attach the following: ☐ Standards ☐ Syllabus 80% of standards for the course should be addressed in order for approval. Please attach any other pertinent documents you think the Council may wish to evaluate to approve the course.	Does any additional curriculum need to be purchased <u>for additional credit to be offered</u> ? ☐ YES* ☐ NO <i>*If yes, please attach information regarding curriculum to be purchased that includes cost.</i> <i>**If approved by building principal, Council will assume that cost of new curriculum is not a concern.</i> Does this course have the potential or need for a supplemental salary? ☐ YES* ☐ NO <i>*If yes, please attach an explanation of the supplemental including cost and hours.</i>
Indicate the following: ☐ Required Course ☐ Elective Course ☐ Either (depends on grad reqs)	

<u>Current</u> Credit Assigned (circle those that apply) Course Length: ☐ 1 quarter ☐ 1 semester ☐ 2 semesters Credit to be Earned: _____ Is this a dual credit course? YES / NO GPA Set: ☐ normal ☐ indexed Skyward Filter: ☐ LA ☐ OC ☐ FA ☐ MA ☐ SS ☐ PE	<u>Additional</u> Credit to be Assigned Course Length: ☐ 1 quarter ☐ 1 semester ☐ 2 semesters Credit to be Earned: _____ Is this a dual credit course? YES / NO GPA Set: ☐ normal ☐ indexed Skyward Filter: ☐ LA ☐ OC ☐ FA ☐ MA ☐ SS ☐ PE
---	--

☐ SCI ☐ CO ☐ GE ☐ FL ☐ STEM NOTES:	☐ SCI ☐ CO ☐ GE ☐ FL ☐ STEM NOTES:
---	---

****TECH ON BACK***

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

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

Process for Adding Additional Credit for GCHS Courses Outside of a Department

This form is to be completed for a course that has already been approved by the Curriculum Council but needs additional credit to be assigned to the course outside of the department. Example: Marching Band, an already approved fine arts credit, would like to also give students PE credit

STEP ONE: Requesting professional (teacher/counselor) submits written request* to the Department Chair for evaluation/completion. The Chair makes needed modifications to the request and discusses the change with the department.	_____ <i>Date of Department Mtg.</i>
STEP TWO: Chair of the requesting department submits the request to the Associate Principal in charge of overseeing their programs.	Recommended / Not Recommended _____ <i>AP Signature / Date</i>
STEP THREE: Request* is brought to the GCHS Administrative Team for approval by the AP of the Department.	Recommended / Not Recommended _____ <i>Date of Discussion</i>
STEP FOUR: Request* is forwarded to the chair of the department from which additional credit is being requested. <i>The decision should be made by a committee composed of the entire department and supervising principal.</i>	Recommended / Not Recommended _____ <i>Department Chair Signature / Date</i>
STEP FIVE: Final recommendation (for or against) is brought to the GCHS Administrative Team for final approval. Any changes to the original request are highlighted.*	Recommended / Not Recommended _____ <i>Head Principal Signature / Date</i>
STEP SIX: Counselors complete Skyward Course Information on the written request form.	Skyward Course Information Completed _____ <i>Department Chair</i>
STEP SEVEN: Request is brought to the Curriculum Council for a final decision by the Department Chair and/or the requesting professional. Presence is expected at the Curriculum Council meeting to answer any questions.*	Recommended / Not Recommended** _____ <i>Curriculum Council Chair Signature / Date</i>
STEP SEVEN: Final determination, before submission to the BOE, is determined by the Assistant/Deputy Superintendent overseeing the Office of Curriculum & Instruction.	Recommended / Not Recommended _____ <i>Asst./Deputy Superintendent Signature / Date</i>
STEP SEVEN: Request is presented to BOE for approval	Approved / Not Approved
STEP EIGHT: If approved by BOE, Request is sent to technology: A Zendesk is written by Chair of the Curriculum Council & paper copies are delivered by administrative assistant.	_____ <i>Date Zendesk Submitted</i> _____ <i>Date Forms Delivered</i>
STEP NINE: GCHS Registrar/Counselors are notified of completed changes by Technology. Forms are returned to the Office of Curriculum & Instruction.	_____ Date Changes Complete Forms Returned to Office of Curriculum & Instruction

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

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

Request for Additional Credit for GCHS Courses Outside the Department

BELOW TO BE COMPLETED BY REQUESTING PROFESSIONAL/DEPARTMENT CHAIR	
Professional Submitting Request: Department of Submission: Date Completed by Professional:	Date Submitted to Department Chair:
Course Name:	Current KCCMS Code: Future KCCMS Code (if applicable):
Reasoning for Additional Credit:	Approximately how many students will this change impact?
Please attach the following: ☐ Standards ☐ Syllabus 80% of standards for the course should be addressed in order for approval. Please attach any other pertinent documents you think the Council may wish to evaluate to approve the course.	Does any additional curriculum need to be purchased <u>for additional credit to be offered</u> ? ☐ YES* ☐ NO <i>*If yes, please attach information regarding curriculum to be purchased that includes cost.</i> <i>**If approved by building principal, Council will assume that cost of new curriculum is not a concern.</i> Does this course have the potential or need for a supplemental salary? ☐ YES* ☐ NO <i>*If yes, please attach an explanation of the supplemental including cost and hours.</i>
Indicate the following: ☐ Required Course ☐ Elective Course ☐ Either (depends on grad reqs)	
BELOW TO BE COMPLETED BY COUNSELOR	
<u>Current</u> Credit Assigned (circle those that apply) Course Length: ☐ 1 quarter ☐ 1 semester ☐ 2 semesters Credit to be Earned: _____ Is this a dual credit course? YES / NO GPA Set: ☐ normal ☐ indexed Skyward Filter: ☐ LA ☐ OC ☐ FA ☐ MA ☐ SS ☐ PE ☐ SCI ☐ CO ☐ GE ☐ FL ☐ STEM	<u>Additional</u> Credit to be Assigned Course Length: ☐ 1 quarter ☐ 1 semester ☐ 2 semesters Credit to be Earned: _____ Is this a dual credit course? YES / NO GPA Set: ☐ normal ☐ indexed Skyward Filter: ☐ LA ☐ OC ☐ FA ☐ MA ☐ SS ☐ PE ☐ SCI ☐ CO ☐ GE ☐ FL ☐ STEM

NOTES:	NOTES: <i>*TECH ON BACK</i>
BELOW TO BE COMPLETED BY TECHNOLOGY	
☐ KCCMS Mapping Confirmed ☐ Skyward Updates including any Course Code Assigned —> _____ ☐ Grad Requirements & Filtering Confirmed ☐ GCHS Registrar/Counseling Department Notified of Completion ☐ Forms Returned to Office of Curriculum & Instruction	

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

trg,.

Index
Class
Change

Current Status: *(Circle one)*

Currently Indexed

Currently Not Indexed

Rubric Ratings *(Circle each descriptor that applies)*

	2	1	0	Score
Depth	Course syllabus indicates that the depth at which the content is taught far exceeds regular class depth.	Course syllabus indicates that the depth at which the content is taught exceeds regular class depth at times.	Course syllabus indicates that the depth at which the content is taught is at or below regular class depth.	
Breadth	Course syllabus indicates that the course covers at least one- third more concepts than regular class.	Course syllabus indicates that the course covers at least one- tenth more concepts than regular	Course syllabus indicates that the course covers the same number or fewer concepts than the regular class.	
Level	Course is taught at a much higher level than the regular class as evidenced by multiple indicators. (Possible indicators: reading level of textbook, independent work college credit)	Course is taught at a higher level than the regular class at times as evidenced by one indicator .	Course is taught at or below the level of the regular course.	
Expectations	Course expects students to spend more time on homework /projects/ reading/activities and use critical thinking more than the regular class	Course expects students to spend more time with homework/projects/reading/ activities or use critical thinking more than the regular class...	Course expects students to complete a normal amount of homework/projects/reading/ activities and use critical thinking similar to the	

Total Score: _ _ _ _ _

We recommend that the above name course be changed from: *(Circle one)*

Indexed to Not Indexed

Not Indexed to Indexed

Signatures: _____ *(Principal)*

_____ *(Department Chair)*

_____ *(Head Counselor)*

Process for Recommendation of Curriculum and/or Textbook Adoption

Part I:

Subject: _____

Grade Level: _____

Book Title: _____

Part II:

1. Reviewed by committee and submitted to Curriculum Development Council: Recommended / Not Recommended _____ Date

2. Submitted to Assistant Superintendent of Student Services:
Recommended / Not Recommended _____ Date

3. Submitted to the Board of Education:
Recommended / Not Recommended _____ Date

Garden City Public Schools Textbook Adoption Policy

(IF) Textbook Selection and Adoption

The board makes the final consideration in the adoption of all textbooks to be used in the district.

It is the policy of the board to provide educational materials and equipment that support and enrich the curriculum and further achievement of the district's instructional goals.

The selection of textbooks, supplementary books and reference books is carried on continuously in order to keep up with the great expansion of knowledge and rapid changes going on in our world today.

Insofar as possible, all educational materials should present balanced views concerning the international, national, and local issues and problems of our times.

Educational materials should:

- Provide information to stimulate growth in factual knowledge, literary appreciation, aesthetic values and ethical standards;

- Provide information that will help students develop abilities in critical thinking and reading;

- Provide information that will develop and foster an appreciation of American cultural diversity and development;

- Provide an effective basic education for all students; and

- Allow sufficient flexibility for meeting the special needs of individuals and groups.

The superintendent or his representative will develop administrative rules outlining a procedure to select textbooks which meet the above criteria. This process shall include a review of available material by instructional staff members. The recommendations resulting from each review will be given thorough consideration.

Any citizen who objects to the final selection made by the board should follow the procedures outlined in the board's policy on PUBLIC COMPLAINTS ABOUT THE CURRICULUM OR INSTRUCTIONAL MATERIALS (Cf. IFBC-R)

Curriculum Council/District MTSS Team

The council will oversee the curriculum and instruction program of USD #457 in all areas, Pre-K through 12. Such duties shall include, but not be limited to, curriculum updates, approval of course changes, and textbook adoption. All instructional programs in USD # 457 will be under the jurisdiction of the Council.

Form A

Garden City Public Schools Textbook/Curriculum Materials Needs Assessment

Content Area: _____

Check one: _____ Elementary/Intermediate _____ Middle School _____ High School

What is working?

What are the challenges?

What needs to be considered in selecting new materials?

Form B

Garden City Public Schools Materials Adoption Rubric

Textbook Criteria	Textbook 1	Textbook 2	Textbook 3	Textbook 4
Suitability				
a. Reading level indicated				
Content				
a. Aligns with standards				
b. Appropriate for level of students				
c. Accurate and relevant				
d. Topics covered in sufficient depth				
Strategies				
a. Emphasis on critical thinking/problem solving				
b. Provision for differentiated structures (e.g. whole group, small group, independent levels)				
c. ELL strategies integrated				
d. Vocabulary development				
e. Reading/writing strategies integrated				
Characteristics				
a. Table of contents, glossary of terms, index				
b. Scope and sequence provided				
c. Variety of cultures addressed				
d. Size of print and physical features				
e. Number of charts/diagrams/illustrations				
Support Materials				
a. User-friendly teacher's guide				
b. On-line resources				
c. Appropriate and adequate supporting materials				
Total Points				
Ranking Order (1,2,3) 1=Text with most points				

Rate each textbook series being evaluated on a basis

of 0-3 3= superior

2= good

1= fair

0= poor, or feature not present

Form C Textbook Materials Review

Subject or Course: _____

Book Title: _____

Publishing Company: _____

Comments about Textbook: _____

Comments about Supplemental Materials available:

Overall Strengths

Overall Weakness

Reviewed by:_____

Date:_____

Textbook Selection and Adoption

Curriculum development to include exit and course outcomes and materials selection will be conducted in an orderly and consistent manner. The rotation schedule is noted in the Textbook Adoption Schedule, listed below.

The rotation schedule will provide a timeline to perform the following tasks:

- o Develop or revise course outcomes the year prior to the textbook selection year.
- o Prepare the budget request to meet the course needs for the rotation year.

The above two activities will provide a department with direction and assurance relative to what is expected in curriculum revision and will assure the department of available funds for major textbook revisions for use during the year following the study if books are an identified need.

- **If the textbook company makes any large-scale changes to curriculum mid cycle or in between adoptions; then that textbook adoption will need to be brought back to curriculum council committee and brought back to the Board committee before re-adoption.**

Note*6 year adoption cycle due to 2020-2021 Math adoption delay

Year to Examine	Year to Implement	Area
2023-2024	2024-2025	Blank
2024-2025	2025-2026	Blank
2025-2026	2026-2027	ELA
2026-2027	2027-2028	Art, Music**, Science, FACS
2027-2028	2028-2029	Math, Agriculture, Other CTE
2028-2029	2029-2030	Social Studies (K-12 th) Foreign Languages
2028-2029	2030-2031	Business/Accounting Health/PE
2030-2031	2031-2032	Blank
2031-2032	2033-2034	Art, Music
2032-2033	2034-2035	ELA
2034-2035	2035-2036	Science, Art, Music
2036-2037	2037-2038	Agriculture, Other CTE

** 5 year adoption to correct adoption cycle timeline

Procedures for Reconsideration of Materials

(Cf. Board Policy IFBC, Instruction Materials and Media Center)

If the content of any instructional material is questioned by an individual or group in the community, the following procedure shall be followed:

- The Board will establish a review committee to handle complaints from patrons concerning materials.

If a consensus regarding the disposition of the challenged material cannot be reached, the principal shall then appoint a review committee. This committee shall consist of the principal, two representatives from among the classroom teachers, and two community members.

If a re-evaluation satisfactory to all persons composing the review committee cannot be reached, the request shall be filed with the Superintendent of Schools.

The final decision for retention or withdrawal of challenged material shall rest with the Board of Education, which is legally responsible for the selection of all instructional materials.

CITIZEN'S REQUEST

FOR RECONSIDERATION OF CURRICULUM MATERIALS

Book or other material _____

Author (if known) _____

Publisher (if known) _____

Request initiated by _____

Telephone _____ Address: _____

City _____ State _____ Zip Code _____

Complainant represents himself, _____ Organization _____

_____ (Identify other group)

1. To what in the material do you object? (Please be specific; cite pages or items.) _____
2. What do you feel might be the result of using this material? _____
3. For what age group would you recommend this material? _____
4. Is there anything good about this material? _____
5. Did you read or view the entire material? _____ What parts? _____
6. Are you aware of the judgment of this material by literary critics? _____
7. What do you believe is the theme of this material? _____
8. What would you like your school to do about this material?
 - _____ Do not assign it to my child
 - _____ Withdraw it from all students as well as my child
 - _____ Send it back to the curriculum committee for reevaluation
9. In its place, what material of equal literary quality would you recommend that would convey as valuable a picture and perspective of our civilization? _____

Signature of complainant _____ Date _____

USD #457 Mathematics Resource Protocol

Grade Levels	Core Resources	Approved Supplemental Resources	Intervention Programs (Tier 2 and 3)
Elementary (K-6th)	Eureka2 Math https://greatminds.org	Problem Solving: <i>Youcubed</i> https://www.youcubed.org/ Inside Mathematics www.insidemathematics.org 3-Act Math Tasks K-6 https://gfletchy.com/3-act-lessons/ Nrich Enriching Mathematics https://nrich.maths.org Problem Solving In All Seasons By: Kim Markworth, Jenni McCool, & Jennifer Kosiak Federal Way Public Schools Problem Solving Activities (Activities Aligned to Eureka Math Modules) https://www.fwps.org/page/2060 Estimation 180 www.estimation180.com Scholastic Math magazine Mathematics Georgia Standards of Excellence www.georgiastandards.org Robert Kaplinsky Problem Based Lessons https://robertkaplinsky.com/lessons/ Fluency Support: Math Fact Strategies Books (Digital Resource book) Building Conceptual Understanding and Fluency Through Games – North Carolina (Digital Resource book) Greg Tang Math www.gregtangmath.com Mastering Basic Facts Add/Subtraction and Multiplication/Division By: John San Giovanni Well Played By: Linda Dacey, Karen Gartland, & Jayne Bamford Lynch Elementary Number Talks (Online Resources) https://elementarynumbertalks.wordpress.com/ Content Support: <i>Illustrative Mathematics</i> https://www.illustrativemathematics.org/ <i>Illuminations</i> http://illuminations.nctm.org/ K-5 Math Teaching Resources www.k-5mathteachingresources.com Mine the Gap for Mathematical Understanding By: John SanGiovanni Zearn https://www.zearn.org Eureka Math Bay Area Regional Consortium https://embarc.online/ KSDE Top Math Website Resources http://community.ksde.org/Default.aspx?tabid=6173 Mathematics Georgia Standards of Excellence www.georgiastandards.org	Do the Math Number Worlds DreamBox iStation Math Eureka Math (pre-teaching, re-teaching) Zearn http://www.zearn.org ECAM diagnostic assessment and resources (K-2) Number Readiness diagnostic assessment (1st-5th) and resources Mathematics Georgia Standards of Excellence www.georgiastandards.org

USD #457 Mathematics Resource Protocol (pg.2)

Mid dle (7th - 8th)	Illustrative Math (IM)	Problem Solving: <i>Youcubed</i> https://www.youcubed.org/ Inside Mathematics www.insidemathematics.org 3-Act Math Tasks 6-HS: https://docs.google.com/spreadsheets/d/1jXSt_CoDzyDFeJi_mZxnhgwOVsWkTQEsfqouLWNNC6Z4/edit#gid=0 3-Act Math Tasks K-6 https://gfletchy.com/3-act-lessons/ Nrich Enriching Mathematics https://nrich.maths.org Estimation 180 www.estimation180.com Robert Kaplinsky Problem Based Lessons https://robertkaplinsky.com/lessons/ Fluency Support: Math Fact Strategies Books (Digital Resource book) Building Conceptual Understanding and Fluency Through Games – North Carolina (Digital Resource book) Greg Tang Math www.gregtangmath.com Mastering Basic Facts Add/Subtraction and Multiplication/Division By: John San Giovanni Well Played By: Linda Dacey, Karen Gartland, & Jayne Bamford Lynch Content Support: <i>Illustrative Mathematics</i> https://www.illustrativemathematics.org/ <i>Illuminations</i> http://illuminations.nctm.org/ K-5 Math Teaching Resources www.k-5mathteachingresources.com Mine the Gap for Mathematical Understanding By: John SanGiovanni Zearn https://www.zeam.org Eureka Math Bay Area Regional Consortium https://embarc.online/ KSDE Top Math Website Resources http://community.ksde.org/Default.aspx?tabid=6173	Do the Math Number Worlds DreamBox iStation Math Eureka Math (pre-teaching, re-teaching) Zearn http://www.zeam.org Number Readiness diagnostic assessment (1st-5th) and resources
High (9th – 12th)	Illustrative Math (IM) College Prep Math (CPM)	Problem Solving: <i>Youcubed</i> https://www.youcubed.org/ Inside Mathematics www.insidemathematics.org 3-Act Math Tasks 6-HS: https://docs.google.com/spreadsheets/d/1jXSt_CoDzyDFeJi_mZxnhgwOVsWkTQEsfqouLWNNC6Z4/edit#gid=0 3-Act Math Tasks K-6 https://gfletchy.com/3-act-lessons/ Nrich Enriching Mathematics https://nrich.maths.org Estimation 180 www.estimation180.com Robert Kaplinsky Problem Based	

		Lessons https://robertkaplinsky.com/lessons/	
--	--	--	--

USD #457 Mathematics Resource Protocol (pg. 3)

Recommended Teacher Resources (K-12)

Principles to Action By: NCTM
Putting the Practices into Action By: John SanGiovanni & Susanne O'Connell
Teaching Student-Centered Mathematics (PreK-2), (3-5), and (6-8) (CCSS updated version) By: John Van de Walle 5 Practices for Orchestrating Productive Mathematics Discussion By: Mary K. Stein & Margaret Schwan Smith Classroom Discussions By: Suzanne Chapin
Number Talks (K-5), and (6-8) By: Sherry Parris
Taking Action: Implementing Effective Mathematics Teaching Practices (K-5), (6-8), and (9-12) By: Various Authors KATM Mathematics Flipbooks
<http://community.ksde.org/Default.aspx?tabid=5646>
Mathematical Mindsets By: Jo Boaler
Mathematics Learning Progressions
<http://ime.math.arizona.edu/progressions/> [KSDE Math Website](http://ksde.org)
<http://community.ksde.org/Default.aspx?tabid=5255>

Home Support Resources

Freckle Education www.Freckle.com
Khan Academy
www.Khanacademy.com Prodigy
Math Game www.Prodigy.com
Sumdog www.Sumdog.com
Eureka Math
www.greatminds.org Zearn
<https://www.zearn.org>

Reading Resources Protocol K-12

Core Resources	Supplemental Resources	Intervention Programs (Tier 2 and Tier 3)	ENGAGE (Elementary)
• myPerspectives (6-8) • Springboard (9-12) • Read 180 & System 44 (5-12) • iLit (5-8 ESL Newcomer) • UFLI • Heggerty (K-2)	• Fast ForWord	P.A. Resources • Road to the Code • Start Up • Heggerty Phonics Resources • Start Up/Build Up/Spiral Up • Phonics Blast/Boost/Blitz • 95% Group Inc. • UFLI • Wilson/Fundations Fluency Resources • Reading Naturally • 6-minute Solution • Quick Reads Vocabulary Resources • Words Their Way Comprehension Resources Comprehensive • Fast ForWord • FastBridge Intervention Plans • Read 180 & System 44 (5-12) • Rave-O	•

NOTE: Anything not listed above must be reviewed and approved by the Curriculum Council before implementation.

Additional Resources

Recommended Teacher Resources

- Benchmark Universe
- Florida Center for Reading Research
 - <https://www.fcrr.org/>

Home Support Resources

2025 - 2026 School Calendar - REVISED

Unified School District 457 • Garden City, Kansas 67846



July 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

6-8 New Teacher Inservice (NS)
 11 Teacher Inservice (NS)
 12 Teacher Workday (NS)
 13 School AM (Grades K-4,5,7,9-10 & new students)
 Teacher Workday PM

1 Labor Day (NS)
 25-26 Teacher Inservice (NS)

14 End of Grading Period
 17 Teacher Inservice AM (NS)
 Teacher Workday PM
 23-24 Parent/Teacher Conference (NS)

November 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

24-28 Fall Vacation (NS)

December 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

19 End of Grading Period
 22-31 Winter Vacation (NS)

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

1-2 Winter Vacation (NS)
 5 Teacher Workday (NS)
 6 Teacher Inservice (NS)
 7 School Resumes
 30 New Teacher Inservice (NS)

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

20 Teacher Inservice AM (NS)
 Teacher Workday PM
 26-27 Parent/Teacher Conference (NS)

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

10 End of Grading Period
 13 Teacher Release Inservice (NS)
 16-20 Spring Break (NS)

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

3 New Teacher Inservice (NS)
 6 Teacher Inservice (NS)

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

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

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

- = New Teacher Orientation (NS)
- = Holiday/Vacation (NS)
- = District Work/Inservice (NS)
- = Parent/Teacher Conference (NS)
- = Half Day of School
- NS** = No School

Inservices (7) = 8/11, 9/25, 9/26, 10/17*,
 1/6, 2/20*, 3/13, 4/6

Workdays (4) = 8/12, 8/13*, 10/17*,
 1/5, 2/20*, 5/22*

Snow Days (May 1, 4)
Graduation Weekend (May 16-17)

* = 1/2 Day

1159 Hour Calendar (6 hours, 40 minutes)

1 st Grading Period	41.5	} 83.5
2 nd Grading Period	42.0	
3 rd Grading Period	43.0	} 87.0
4 th Grading Period	44.0	
		170.5

Teacher Contract Days 181.5

USD457 DISTRICT CURRICULUM COUNCIL

2025-2026
Handbook

TABLE OF CONTENTS

[DISTRICT CURRICULUM COUNCIL MEMBERSHIP AND PURPOSE](#)

[CURRICULUM COUNCIL MEETING DATES](#)

[CURRICULUM COUNCIL MEETING AGENDA](#)

[CURRICULUM COUNCIL REQUEST FORM](#)

[MTSS Intervention Resources](#)

[LEVELS OF INTERVENTION](#)

[DELETION OF COURSE OFFERING](#)

[PROCESS FOR NEW COURSE OFFERING - All Schools](#)

[Process for Adding Credit for GCHS Courses within the Department](#)

[Request for Adding Credit for GCHS Courses within the Department](#)

[Process for Adding Additional Credit for GCHS Courses Outside of a Department](#)

[Request for Additional Credit for GCHS Courses Outside the Department](#)

[INDEXED CLASS CHANGE](#)

[Process for Recommendation of Curriculum and/or Textbook Adoption](#)

[Garden City Public Schools Textbook Adoption Policy](#)

[Form A: Garden City Public Schools Textbook/Curriculum Materials Needs Assessment](#)

[Form B: Garden City Public Schools Materials Adoption Rubric](#)

[Form C: Textbook Materials Review](#)

[Textbook Selection and Adoption](#)

[USD #457 Mathematics Resource Protocol](#)

[Reading Resources Protocol K-12](#)

[USD457 2025-2026 Calendar](#)

DISTRICT CURRICULUM COUNCIL MEMBERSHIP AND PURPOSE

Curriculum decisions were previously determined by the Staff and Curriculum Development Council now reorganized into two separate councils/committees. The Professional Development Council will plan, review, and evaluate district needs while the District Curriculum Council will oversee, plan, and approve the curriculum and instruction program in all areas, Pre-K – 12. All instructional programs in USD 457 will be under the jurisdiction of the District Curriculum Council. Curriculum Council will ensure that curriculum aligns with evidence based practices to promote effective tiered instruction. Such duties shall include but not be limited to the following:

- Review and recommend improvements to instructional materials for all students in grades PreK-12, subject to approval by the Board of Education.
- Recommend curriculum revisions and updates to include core, supplemental, and intensive curricula included on the curriculum protocols. (IC)(MTSS)
- Recommend the approval of course changes. (IC)
- Recommend the approval of textbook adoption.(IC)
- Recommend pilot projects with pre-determined evaluation procedures. (ICA)
- Recommend revisions to exit outcomes for graduates.

The Director of Curriculum and Instruction will serve as chair of the committee and is a non-voting advisory member. The Council shall be composed of the following members elected by their peers:

- Two (2) PK-4 Certified Employees
- Four (4) 5-12 Certified Employees
- One (1) Special Education Certified Employee

The District's Administration may appoint up to four (4) administration-level representatives to serve on the Council.

Monthly meetings will be held between August and May. The Council may consider an item as a first read and take action on that item at the same meeting. If questions arise, the item may be tabled until the next meeting whereupon more information can be gathered and the final vote can occur.

Rotation of Membership

All council members will serve a three-year staggered rotation term. Terms are staggered so no group represented will intentionally have both representatives elected in the same election cycle. The rotation cycle is documented below. Any member may choose to serve multiple terms. If the member wants to serve again, the selection process will continue as listed in the election process.

****In order to initiate this rotation in the fall of 2025, the election ballot will state the seated term for which potential members are running.*

Voting Role	Elected Member	Term Ending
PK-4 Certified	TBD	2027
PK-4 Certified	TBD	2028
5-12 Certified	TBD	2026
5-12 Certified	TBD	2027
5-12 Certified	TBD	2027
5-12 Certified	TBD	2028
Special Education Certified	TBD	2028

Non-Voting Appointed Administration	Appointed Member	Term Ending
PK-4 Administrator	TBD	2027
PK-4 Administrator	TBD	2028
5-12 Administrator	TBD	2027
5-12 Administrator	TBD	2028

Members are elected by their representative groups. Members may resign at any time. Resignations must be in writing and submitted to the chairperson at least one regular meeting prior to the effective date of the resignation. The position of any council member who leaves the district or resigns will be replaced through the election process. Any council member will automatically be asked to resign under the following conditions:

- Council member who misses three unexcused meetings during a school year or who fails to carry out responsibilities and duties.
- Council member who moves to a new education position outside of their representative group.

Should there be extenuating circumstances, an appeal can be made to the Council with the person making the appeal abstaining from the vote.

Election Process:

1. All elections should occur before the end of the school year, except in the case of a resignation, which shall be completed within one month of the accepted resignation. The initial election of the new process will occur in August of 2025 before the first Curriculum Council Meeting.
2. The Curriculum Council Chair emails all licensed personnel to seek candidates. Candidates are required to answer the interview questions in a survey as part of their nomination process.
3. If only one candidate runs, a regular vote is still held according to steps 5-8 in order to ensure that the appropriate licensing group selects representation.
4. If no candidates volunteer, the Curriculum Council Chair contacts building administrators for candidate recommendations. The Curriculum Council Chair then contacts each recommended candidate to determine willingness to run. Upon identification of a candidate, a regular vote is held according to steps 5-8 in order to ensure that the appropriate licensing group selects representation.
5. The Curriculum Council Chair creates an electronic ballot including names of all eligible candidates who are representative of the district's licensed personnel. The ballot will include links to the nominee's answers to the interview questions.
6. The Curriculum Council Chair emails the electronic ballot to all licensed personnel for voting in their grade band assignments based on their licensing status.
7. At the conclusion of the voting window, the Curriculum Council Chair notifies all licensed personnel of election results via email.

CURRICULUM COUNCIL MEETING DATES

August 2025 – May 2026
Second Tuesday of month (with some modifications if necessary)
4:30pm (in person) - ESC

Meeting Dates	Agenda Item Due Dates	Technology Due Dates
<i>No August Meeting in 2025 due updated membership election process. Elections will take place in August.</i>		
September 16	September 9	September 2
October 14	October 7	September 30
November 11	November 4	October 28
December 9	December 2	November 18 *Due to Thanksgiving Break
January 13, 2026	January 6	December 16
February 10	February 3	January 27
March 10	March 3	February 24
April 14	April 7	March 31
May 12	May 5	April 28

Agenda items **with accompanying documents** must be submitted to the Curriculum and Instruction Office one week before the Tuesday meeting. Agenda items involving technology must be submitted to technology prior to the Curriculum Council meeting. (*see dates above*)

CURRICULUM COUNCIL MEETING AGENDA

DATE

4:30 pm / ESC BOE

Welcome: District Facilitator

Consent Agenda will include name changes of GCHS course/s:

Tabled Requests:

Curriculum Adoption Updates:

Update on Board of Education Action:

Application for New Course or Deletion of Course:

Accreditation

Update/Information

Other

Next meeting scheduled for (yellow highlight text)

CURRICULUM COUNCIL REQUEST FORM

MTSS Intervention Resources

Name: _____

Date: _____

Building Submitting Request: _____

Item to be added to the agenda: _____

Reason: _____

Content area of item: _____ Grade level(s): _____

Number of students to be impacted: _____

Cost of program (include software license, etc.): _____

Attachments or Data link/URL for more information(if yes, please attach):

Special Equipment needed: _____

Technology needed: _____

*Any requests should be sent to technology 2 weeks prior to Curriculum Council meeting (See dates in handbook)

Submitted to Technology via Zendesk: Date _____

Reviewed by Technology:

Signature: _____

Action taken: _____ Recommended

_____ Not Recommended

Reviewed by Principal:

Signature: _____

Action taken: _____ Recommended

_____ Not Recommended

Reviewed by Curriculum Council:

Signature: _____

Action taken: ☐ Recommended ☐ Not Recommended

Reviewed by Assistant/Deputy Superintendent overseeing Curriculum & Instruction:

Signature: _____

Action taken: ☐ Recommended ☐ Not Recommended

Submitted to the Board of Education (if necessary):

Signature: _____

Action taken: ☐ Approved ☐ Not Approved

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

LEVELS OF INTERVENTION

The MTSS (Multi-Tier Systems of Support) 3-Tier Model implements three levels of intervention to ensure that students' needs are addressed.

Tier 1

Tier 1 is comprised of three main elements:

1. **A Core Program** - Our district is currently using Connect4Learning series as a core curriculum for reading and math at the Early Childhood Center.
2. Benchmark Advance is the textbook used in K-5 to address the five components of reading instruction (phonemic awareness, phonics, vocabulary, phonics and comprehension). Various reading strategies are used as the core curriculum at the middle and high school level.
3. **Assessment:** Students are given FastBridge as a benchmark test 3 times a year to determine instructional needs. Subsequent progress monitoring probes such as FastBridge progress monitoring, LETRS Phonics and Word Reading Survey, and QPS assessments are administered to all students who scored below the initial benchmark. The data that is collected serves to guide the reading instruction and intervention provided by the teachers and interventionists.
4. **Ongoing Professional Development** provides teachers with the necessary tools to ensure every student receives quality. Professional development workshops are designed specifically for each grade level and contain three key elements:
 - Data and its use in guiding instructional decision making.
 - Elements of a successful core program including Oral language development, SIOP, phonological awareness, phonics, word study, fluency, comprehension, guided reading and differentiated instruction.
 - Features of effective instruction including cooperative learning, classroom management, etc.

Many layers of professional development will be offered by the district and may include:

- outside consultants
- district or school professional library
- study groups
- instructional coaching
- observation of other teachers

Role of Support Staff

Reading Intervention Specialists and other certified staff doing inclusion will be offering skills-based instruction (not guided reading). All instruction will be based on data.

Tier2

One reading program is not likely to meet the needs of all students. Therefore, it is necessary to provide intervention programs to address the reading skills of students who are not making adequate progress in their core reading instruction. The purpose of secondary intervention is to prevent these students from a continued lack of progress and a need for more intensive intervention.

Tier 2 provides additional, small group instruction outside the reading block to students who score below benchmark criteria in one or more critical areas of reading. Tutoring is provided to groups of three to five students for 30 minutes per day. Content of the tutoring sessions reflects the important components of reading based on the grade level of the students and is planned according to progress monitoring data. Students who progress to grade level are exited and their progress is monitored to assure on-level reading. Those who do not exit are provided with the third tier of intervention.

Tier3

Tier 3 is designed for students with low reading skills and sustained lack of adequate progress when provided with primary and secondary intervention. Tutoring at this level is more intensive and includes more explicit instruction that is designed to meet the individual needs of struggling readers. Group size is smaller and the duration of daily instruction is longer. Tier 3 instruction occurs outside the reading block.

DELETION OF COURSE OFFERING

PART I

1. Name of course to delete from curriculum: _____

2. Description of course (attach additional sheets if needed): _____

3. Reason(s) for deleting course: _____

4. Required Course: _____ Elective Course: _____

5. Effect of deleting course on curriculum:

6. Requested by: _____ Date: _____

Print Name

Signature

Part II

7. Reviewed by Principal -

- Action taken:
- Recommended
- Not Recommended

_____ Date: _____
Signature

8. Submitted to the Curriculum Council -

- Action taken:
- Recommended
- Not Recommended

_____ Date: _____
Signature

9. Submitted to the Instruction Office Administrator -

- Action taken:
- Recommended
- Not Recommended

_____ Date: _____
Signature

10. Submitted to the Board of Education -

- Action taken:
- Recommended
- Not Recommended

_____ Date: _____
Signature

PROCESS FOR NEW COURSE OFFERING - All Schools

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

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

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

Request for New Course Offering - All Schools - p2

[illegible]

BELOW TO BE COMPLETED BY TECHNOLOGY

- ☐ KCCMS Mapping Confirmed
- ☐ Skyward Updates including any Course Code Assigned —> _____
- ☐ Grad Requirements & Filtering Confirmed
- ☐ GCHS Registrar/Counseling Department Notified of Completion
- ☐ Forms Returned to Office of Curriculum & Instruction

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

Process for Adding Credit for GCHS Courses within the Department

This form is to be completed for a course that has already been approved by the Curriculum Council but needs additional credit assigned to the course within the department. Example: Women with a Pen already has general elective credit, but we want to add ELA elective credit.

STEP ONE: Requesting professional (teacher/counselor) submits written request* to the Department Chair for evaluation/completion. The Chair makes needed modifications to the request and discusses the change with the department.	<i>Date of Department Mtg.</i>
STEP TWO: Chair of requesting department submits the written request* to Associate Principal in charge of overseeing their programs.	Recommended / Not Recommended <i>AP Signature / Date</i>
STEP THREE: Request* is brought to the GCHS Administrative Team for approval by the AP of the Department.	Recommended / Not Recommended <i>Date of Discussion</i>
STEP FOUR: AP of the Department takes Request to counselors complete Skyward Course Information on the written request form.	Skyward Course Information Completed <i>Counselor Department Chair</i>
STEP FIVE: Request is brought to the Curriculum Council for a final decision by the Department Chair and/or the requesting professional. <i>Presence is expected at the Curriculum Council meeting to answer any questions.*</i>	Recommended / Not Recommended** <i>Curriculum Council Chair Signature / Date</i>
STEP SIX: Final determination, before submission to the BOE, is determined by the Assistant/Deputy Superintendent overseeing the Office of Curriculum & Instruction.	Recommended / Not Recommended <i>Asst./Deputy Superintendent Signature / Date</i>
STEP SEVEN: Request is presented to BOE for approval	Approved / Not Approved
STEP EIGHT: If approved by BOE, Request is sent to technology: A Zendesk is written by Chair of the Curriculum Council & paper copies are delivered by administrative assistant.	<i>Date Zendesk Submitted</i> <i>Date Forms Delivered</i>
STEP NINE: GCHS Registrar/Counselors are notified of completed changes by Technology. Forms are returned to the Office of Curriculum & Instruction.	Date Changes Complete ☐ Forms Returned to Office of Curriculum & Instruction

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

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

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

Request for Adding Credit for GCHS Courses within the Department

BELOW TO BE COMPLETED BY REQUESTING PROFESSIONAL/DEPARTMENT CHAIR	
Professional Submitting Request: Date Completed by Professional:	Date Submitted to Department Chair:
Course Name:	Current KCCMS Code: _____ Future KCCMS Code (if applicable): _____
Reasoning for Additional Credit:	Approximately how many students will this change impact?
Please attach the following: ☐ Standards ☐ Syllabus 80% of standards for the course should be addressed in order for approval. Please attach any other pertinent documents you think the Council may wish to evaluate to approve the course.	Does any additional curriculum need to be purchased <u>for additional credit to be offered</u> ? ☐ YES* ☐ NO <i>*If yes, please attach information regarding curriculum to be purchased that includes cost.</i> <i>**If approved by building principal, Council will assume that cost of new curriculum is not a concern.</i> Does this course have the potential or need for a supplemental salary? ☐ YES* ☐ NO <i>*If yes, please attach an explanation of the supplemental including cost and hours.</i>
Indicate the following: ☐ Required Course ☐ Elective Course ☐ Either (depends on grad reqs)	

<u>Current</u> Credit Assigned (circle those that apply) Course Length: ☐ 1 quarter ☐ 1 semester ☐ 2 semesters Credit to be Earned: _____ Is this a dual credit course? YES / NO GPA Set: ☐ normal ☐ indexed Skyward Filter: ☐ LA ☐ OC ☐ FA ☐ MA ☐ SS ☐ PE ☐ SCI ☐ CO ☐ GE ☐ FL ☐ STEM NOTES: 	<u>Additional</u> Credit to be Assigned Course Length: ☐ 1 quarter ☐ 1 semester ☐ 2 semesters Credit to be Earned: _____ Is this a dual credit course? YES / NO GPA Set: ☐ normal ☐ indexed Skyward Filter: ☐ LA ☐ OC ☐ FA ☐ MA ☐ SS ☐ PE ☐ SCI ☐ CO ☐ GE ☐ FL ☐ STEM NOTES: *TECH ON BACK
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Request for Adding Credit for GCHS Courses within the Department - p2

BELOW TO BE COMPLETED BY TECHNOLOGY

- ☐ KCCMS Mapping Confirmed
- ☐ Skyward Updates including any Course Code Assigned —> _____
- ☐ Grad Requirements & Filtering Confirmed
- ☐ GCHS Registrar/Counseling Department Notified of Completion
- ☐ Forms Returned to Office of Curriculum & Instruction

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

Process for Adding Additional Credit for GCHS Courses Outside of a Department

This form is to be completed for a course that has already been approved by the Curriculum Council but needs additional credit to be assigned to the course outside of the department. Example: Marching Band, an already approved fine arts credit, would like to also give students PE credit.

STEP ONE: Requesting professional (teacher/counselor) submits written request* to the Department Chair for evaluation/completion. The Chair makes needed modifications to the request and discusses the change with the department.	<i>Date of Department Mtg.</i>
STEP TWO: Chair of the requesting department submits the request to the Associate Principal in charge of overseeing their programs.	Recommended / Not Recommended <i>AP Signature / Date</i>
STEP THREE: Request* is brought to the GCHS Administrative Team for approval by the AP of the Department.	Recommended / Not Recommended <i>Date of Discussion</i>
STEP FOUR: Request* is forwarded to the chair of the department from which additional credit is being requested. <i>The decision should be made by a committee composed of the entire department and supervising principal.</i>	Recommended / Not Recommended <i>Department Chair Signature / Date</i>
STEP FIVE: Final recommendation (for or against) is brought to the GCHS Administrative Team for final approval. Any changes to the original request are highlighted.*	Recommended / Not Recommended <i>Head Principal Signature / Date</i>
STEP SIX: Counselors complete Skyward Course Information on the written request form.	Skyward Course Information Completed <i>Department Chair</i>
STEP SEVEN: Request is brought to the Curriculum Council for a final decision by the Department Chair and/or the requesting professional. Presence is expected at the Curriculum Council meeting to answer any questions.*	Recommended / Not Recommended** <i>Curriculum Council Chair Signature / Date</i>
STEP SEVEN: Final determination, before submission to the BOE, is determined by the Assistant/Deputy Superintendent overseeing the Office of Curriculum & Instruction.	Recommended / Not Recommended <i>Asst./Deputy Superintendent Signature / Date</i>
STEP SEVEN: Request is presented to BOE for approval	Approved / Not Approved
STEP EIGHT: If approved by BOE, Request is sent to technology: A Zendesk is written by Chair of the Curriculum Council & paper copies are delivered by administrative assistant.	<i>Date Zendesk Submitted</i> <i>Date Forms Delivered</i>
STEP NINE: GCHS Registrar/Counselors are notified of completed changes by Technology. Forms are returned to the Office of Curriculum & Instruction.	Date Changes Complete ☐ Forms Returned to Office of Curriculum & Instruction

***NOTES FROM CC ON BACK**

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

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

Request for Additional Credit for GCHS Courses Outside the Department

BELOW TO BE COMPLETED BY REQUESTING PROFESSIONAL/DEPARTMENT CHAIR	
Professional Submitting Request: Department of Submission: Date Completed by Professional:	Date Submitted to Department Chair:
Course Name:	Current KCCMS Code: Future KCCMS Code (if applicable):
Reasoning for Additional Credit:	Approximately how many students will this change impact?
Please attach the following: ☐ Standards ☐ Syllabus 80% of standards for the course should be addressed in order for approval. Please attach any other pertinent documents you think the Council may wish to evaluate to approve the course.	Does any additional curriculum need to be purchased <u>for additional credit to be offered</u> ? ☐ YES* ☐ NO <i>*If yes, please attach information regarding curriculum to be purchased that includes cost.</i> <i>**If approved by building principal, Council will assume that cost of new curriculum is not a concern.</i> Does this course have the potential or need for a supplemental salary? ☐ YES* ☐ NO <i>*If yes, please attach an explanation of the supplemental including cost and hours.</i>
Indicate the following: ☐ Required Course ☐ Elective Course ☐ Either (depends on grad reqs)	
BELOW TO BE COMPLETED BY COUNSELOR	
<u>Current</u> Credit Assigned (circle those that apply) Course Length: ☐ 1 quarter ☐ 1 semester ☐ 2 semesters Credit to be Earned: _____ Is this a dual credit course? YES / NO GPA Set: ☐ normal ☐ indexed Skyward Filter: ☐ LA ☐ OC ☐ FA ☐ MA ☐ SS ☐ PE ☐ SCI ☐ CO ☐ GE ☐ FL ☐ STEM NOTES:	<u>Additional</u> Credit to be Assigned Course Length: ☐ 1 quarter ☐ 1 semester ☐ 2 semesters Credit to be Earned: _____ Is this a dual credit course? YES / NO GPA Set: ☐ normal ☐ indexed Skyward Filter: ☐ LA ☐ OC ☐ FA ☐ MA ☐ SS ☐ PE ☐ SCI ☐ CO ☐ GE ☐ FL ☐ STEM NOTES:
*TECH ON BACK	

BELOW TO BE COMPLETED BY TECHNOLOGY

- ☐ KCCMS Mapping Confirmed
- ☐ Skyward Updates including any Course Code Assigned —> _____
- ☐ Grad Requirements & Filtering Confirmed
- ☐ GCHS Registrar/Counseling Department Notified of Completion
- ☐ Forms Returned to Office of Curriculum & Instruction

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

INDEXED CLASS CHANGE

Current Status: (*Circle one*) Currently Indexed Currently Not Indexed

Rubric Ratings (*Circle each descriptor that applies*)

	2	1	0	Score
Depth	Course syllabus indicates that the depth at which the content is taught far exceeds regular class depth.	Course syllabus indicates that the depth at which the content is taught exceeds regular class depth at times.	Course syllabus indicates that the depth at which the content is taught is at or below regular class depth.	
Breadth	Course syllabus indicates that the course covers at least one- third more concepts than regular class.	Course syllabus indicates that the course covers at least one- tenth more concepts than regular.	Course syllabus indicates that the course covers the same number or fewer concepts than the regular class.	
Level	Course is taught at a much higher level than the regular class as evidenced by multiple indicators. (Possible indicators: reading level of textbook, independent work college credit)	Course is taught at a higher level than the regular class at times as evidenced by one indicator.	Course is taught at or below the level of the regular course.	
Expectations	Course expects students to spend more time on homework /projects/ reading/activities and use critical thinking more than the regular class.	Course expects students to spend more time with homework/projects/reading/ activities or use critical thinking more than the regular class.	Course expects students to complete a normal amount of homework/projects/reading/ activities and use critical thinking similar to the regular class.	

Total Score: _____

We recommend that the above name course be changed from: (*Circle one*)

Indexed to Not Indexed Not Indexed to Indexed

Signatures: _____ (*Principal*)
 _____ (*Department Chair*)
 _____ (*Head Counselor*)

Process for Recommendation of Curriculum and/or Textbook Adoption

Part I:

Subject: _____

Grade Level: _____

Book Title: _____

Part II:

1. Reviewed by committee and submitted to Curriculum Development Council:

Recommended / Not Recommended

Date _____

2. Submitted to Assistant Superintendent of Student Services:

Recommended / Not Recommended

Date _____

3. Submitted to the Board of Education:

Recommended / Not Recommended

Date _____

Garden City Public Schools Textbook Adoption Policy

(IF) Textbook Selection and Adoption

The board makes the final consideration in the adoption of all textbooks to be used in the district.

It is the policy of the board to provide educational materials and equipment that support and enrich the curriculum and further achievement of the district's instructional goals.

The selection of textbooks, supplementary books and reference books is carried on continuously in order to keep up with the great expansion of knowledge and rapid changes going on in our world today.

Insofar as possible, all educational materials should present balanced views concerning the international, national, and local issues and problems of our times.

Educational materials should:

- Provide information to stimulate growth in factual knowledge, literary appreciation, aesthetic values and ethical standards;
- Provide information that will help students develop abilities in critical thinking and reading;
- Provide information that will develop and foster an appreciation of American cultural diversity and development;
- Provide an effective basic education for all students; and
- Allow sufficient flexibility for meeting the special needs of individuals and groups.

The superintendent or his representative will develop administrative rules outlining a procedure to select textbooks which meet the above criteria. This process shall include a review of available material by instructional staff members. The recommendations resulting from each review will be given thorough consideration.

Any citizen who objects to the final selection made by the board should follow the procedures outlined in the board's policy on PUBLIC COMPLAINTS ABOUT THE CURRICULUM OR INSTRUCTIONAL MATERIALS (Cf. IFBC-R)

Curriculum Council

The council will oversee the curriculum and instruction program of USD #457 in all areas, Pre-K through 12. Such duties shall include, but not be limited to, curriculum updates, approval of course changes, and textbook adoption. All instructional programs in USD # 457 will be under the jurisdiction of the Council.

Form A: Garden City Public Schools Textbook/Curriculum Materials Needs Assessment

Content Area: _____

Check one: _____ Elementary/Intermediate _____ Middle School _____ High School

What is working?

What are the challenges?

What needs to be considered in selecting new materials?

Form B: Garden City Public Schools Materials Adoption Rubric

Textbook Criteria	Textbook 1	Textbook 2	Textbook 3	Textbook 4
Suitability				
a. Reading level indicated				
Content				
a. Aligns with standards				
b. Appropriate for level of students				
c. Accurate and relevant				
d. Topics covered in sufficient depth				
Strategies				
a. Emphasis on critical thinking/problem solving				
b. Provision for differentiated structures (e.g. whole group, small group, independent levels)				
c. ELL strategies integrated				
d. Vocabulary development				
e. Reading/writing strategies integrated				
Characteristics				
a. Table of contents, glossary of terms, index				
b. Scope and sequence provided				
c. Variety of cultures addressed				
d. Size of print and physical features				
e. Number of charts/diagrams/illustrations				
Support Materials				
a. User-friendly teacher's guide				
b. On-line resources				
c. Appropriate and adequate supporting materials				
Total Points				
Ranking Order (1,2,3) 1=Text with most points				

Rate each textbook series being evaluated on a basis of 0-3

3= superior

2= good

1= fair

0= poor, or feature not present

Form C: Textbook Materials Review

Subject or Course: _____

Book Title: _____

Publishing Company: _____

Comments about Textbook:

Comments about Supplemental Materials available:

Overall Strengths	Overall Weaknesses

Reviewed by: _____

Date: _____

Textbook Selection and Adoption

Curriculum development to include exit and course outcomes and materials selection will be conducted in an orderly and consistent manner. The rotation schedule is noted in the Textbook Adoption Schedule, listed below.

The rotation schedule will provide a timeline to perform the following tasks:

- o Develop or revise course outcomes the year prior to the textbook selection year.
- o Prepare the budget request to meet the course needs for the rotation year.

The above two activities will provide a department with direction and assurance relative to what is expected in curriculum revision and will assure the department of available funds for major textbook revisions for use during the year following the study if books are an identified need.

- **If the textbook company makes any large-scale changes to curriculum mid cycle or in between adoptions; then that textbook adoption will need to be brought back to curriculum council committee and brought back to the Board committee before re-adoption.**

*Note*6 year adoption cycle due to 2020-2021 Math adoption delay*

*** 5 year adoption to correct adoption cycle timeline*

Year to Examine	Year to Implement	Area
2023-2024	2024-2025	Blank
2024-2025	2025-2026	Blank
2025-2026	2026-2027	ELA
2026-2027	2027-2028	Art, Music**, Science, FACS
2027-2028	2028-2029	Math, Agriculture, Other CTE
2028-2029	2029-2030	Social Studies (K-12 th) Foreign Languages
2028-2029	2030-2031	Business/Accounting Health/PE
2030-2031	2031-2032	Blank
2031-2032	2033-2034	Art, Music
2032-2033	2034-2035	ELA
2034-2035	2035-2036	Science, Art, Music
2036-2037	2037-2038	Agriculture, Other CTE

Procedures for Reconsideration of Materials

(Cf. Board Policy IFBC, Instruction Materials and Media Center)

If the content of any instructional material is questioned by an individual or group in the community, the following procedure shall be followed:

- The Board will establish a review committee to handle complaints from patrons concerning materials.

If a consensus regarding the disposition of the challenged material cannot be reached, the principal shall then appoint a review committee. This committee shall consist of the principal, two representatives from among the classroom teachers, and two community members.

If a re-evaluation satisfactory to all persons composing the review committee cannot be reached, the request shall be filed with the Superintendent of Schools.

The final decision for retention or withdrawal of challenged material shall rest with the Board of Education, which is legally responsible for the selection of all instructional materials.

**CITIZEN'S REQUEST
FOR RECONSIDERATION OF CURRICULUM MATERIALS**

Book or other material _____
 Author (if known) _____
 Publisher (if known) _____
 Request initiated by _____
 Telephone _____ Address: _____
 City _____ State _____ Zip Code _____
 Complainant represents himself, _____ Organization _____
 _____ (Identify other group)

1. To what in the material do you object? (Please be specific; cite pages or items.) _____

2. What do you feel might be the result of using this material? _____

3. For what age group would you recommend this material? _____
4. Is there anything good about this material? _____

5. Did you read or view the entire material? _____ What parts? _____

6. Are you aware of the judgment of this material by literary critics? _____
7. What do you believe is the theme of this material? _____
8. What would you like your school to do about this material?
 _____ Do not assign it to my child
 _____ Withdraw it from all students as well as my child
 _____ Send it back to the curriculum committee for reevaluation
9. In its place, what material of equal literary quality would you recommend that would convey as valuable a picture and perspective of our civilization? _____

Signature of complainant _____ Date _____

USD #457 Mathematics Resource Protocol

Grade Levels	Core Resources	Approved Supplemental Resources	Intervention Programs (Tier 2 and 3)
Elementary (K-6th)	Eureka2 Math https://greatmind.org	Problem Solving: <i>Youcubed</i> https://www.youcubed.org/ Inside Mathematics www.insidemathematics.org 3-Act Math Tasks K-6 https://gfletchy.com/3-act-lessons/ Nrich Enriching Mathematics https://nrich.maths.org Problem Solving In All Seasons By: Kim Markworth, Jenni McCool, & Jennifer Kosiak Federal Way Public Schools Problem Solving Activities (Activities Aligned to Eureka Math Modules) https://www.fwps.org/page/2060 Estimation 180 www.estimation180.com Scholastic Math magazine Mathematics Georgia Standards of Excellence www.georgiastandards.org Robert Kaplinsky Problem Based Lessons https://robertkaplinsky.com/lessons/ Fluency Support: Math Fact Strategies Books (Digital Resource book) Building Conceptual Understanding and Fluency Through Games – North Carolina (Digital Resource book) Greg Tang Math www.gregtangmath.com Mastering Basic Facts Add/Subtraction and Multiplication/Division By: John San Giovanni Well Played By: Linda Dacey, Karen Gartland, & Jayne Bamford Lynch Elementary Number Talks (Online Resources) https://elementarynumbertalks.wordpress.com/ Content Support: <i>Illustrative Mathematics</i> https://www.illustrativemathematics.org/ <i>Illuminations</i> http://illuminations.nctm.org/ K-5 Math Teaching Resources www.k-5mathteachingresources.com Mine the Gap for Mathematical Understanding By: John SanGiovanni Zearn https://www.zearn.org Eureka Math Bay Area Regional Consortium https://embarc.online/ KSDE Top Math Website Resources http://community.ksde.org/Default.aspx?tabid=6173 Mathematics Georgia Standards of Excellence www.georgiastandards.org	Do the Math Number Worlds DreamBox iStation Math Eureka Math (pre-teaching, re-teaching) Zearn http://www.zearn.org ECAM diagnostic assessment and resources (K-2) Number Readiness diagnostic assessment (1st-5th) and resources Mathematics Georgia Standards of Excellence www.georgiastandards.org

Mid dle (7th – 8th)	Illustrative Math (IM)	Problem Solving: <i>Youcubed</i> https://www.youcubed.org/ Inside Mathematics www.insidemathematics.org 3-Act Math Tasks 6-HS: https://docs.google.com/spreadsheets/d/1jXSt_CoDzyDFeJi_mZxnhgwOVsWkTQEsfgouLWNNC6Z4/edit#gid=0 3-Act Math Tasks K-6 https://gfletchy.com/3-act-lessons/ Nrich Enriching Mathematics https://nrich.maths.org Estimation 180 www.estimation180.com Robert Kaplinsky Problem Based Lessons https://robertkaplinsky.com/lessons/ Fluency Support: Math Fact Strategies Books (Digital Resource book) Building Conceptual Understanding and Fluency Through Games – North Carolina (Digital Resource book) Greg Tang Math www.gregtangmath.com Mastering Basic Facts Add/Subtraction and Multiplication/Division By: John San Giovanni Well Played By: Linda Dacey, Karen Gartland, & Jayne Bamford Lynch Content Support: <i>Illustrative Mathematics</i> https://www.illustrativemathematics.org/ <i>Illustrations</i> http://illuminations.nctm.org/ K-5 Math Teaching Resources www.k-5mathteachingresources.com Mine the Gap for Mathematical Understanding By: John SanGiovanni Zearn https://www.zearn.org Eureka Math Bay Area Regional Consortium https://embarc.online/ KSDE Top Math Website Resources http://community.ksde.org/Default.aspx?tabid=6173	Do the Math Number Worlds DreamBox iStation Math Eureka Math (pre-teaching, re-teaching) Zearn http://www.zearn.org Number Readiness diagnostic assessment (1 st -5 th) and resources
High (9th – 12th)	Illustrative Math (IM) College Prep Math (CPM)	Problem Solving: <i>Youcubed</i> https://www.youcubed.org/ Inside Mathematics www.insidemathematics.org 3-Act Math Tasks 6-HS: https://docs.google.com/spreadsheets/d/1jXSt_CoDzyDFeJi_mZxnhgwOVsWkTQEsfgouLWNNC6Z4/edit#gid=0 3-Act Math Tasks K-6 https://gfletchy.com/3-act-lessons/ Nrich Enriching Mathematics https://nrich.maths.org Estimation 180 www.estimation180.com Robert Kaplinsky Problem Based Lessons https://robertkaplinsky.com/lessons/	

Recommended Teacher Resources (K-12)

Principles to Action By: NCTM

Putting the Practices into Action By: John SanGiovanni & Susanne O'Connell

Teaching Student-Centered Mathematics (PreK-2), (3-5), and (6-8) (CCSS updated version) By: John Van de Walle 5 Practices for Orchestrating Productive Mathematics

Discussion By: Mary K. Stein & Margaret Schwan Smith Classroom Discussions By: Suzanne Chapin

Number Talks (K-5), and (6-8) By: Sherry Parris

Taking Action: Implementing Effective Mathematics Teaching Practices (K-5), (6-8), and (9-12)

By: Various Authors KATM Mathematics Flipbooks

<http://community.ksde.org/Default.aspx?tabid=5646>

Mathematical Mindsets By: Jo Boaler

Mathematics Learning Progressions

<http://ime.math.arizona.edu/progressions/> KSDE Math Website

<http://community.ksde.org/Default.aspx?tabid=5255>

Home Support Resources

Freckle Education www.Freckle.com Khan Academy www.Khanacademy.com Prodigy Math Game

www.Prodigy.com Sumdog www.Sumdog.com

Eureka Math www.greatminds.org Zearn <https://www.zearn.org>

Reading Resources Protocol K-12

Core Resources	Supplemental Resources	Intervention Programs (Tier 2 and Tier 3)	ENGAGE (Elementary)
● myPerspectives (6-8) ● Springboard (9-12) ● Read 180 & System 44 (5-12) ● iLit (5-8 ESL Newcomer) ● UFLI ● Heggerty (K-2)	● Fast ForWord	P.A. Resources ● Road to the Code ● Start Up ● Heggerty Phonics Resources ● Start Up/Build Up/Spiral Up ● Phonics Blast/Boost/Blitz ● 95% Group Inc. ● UFLI ● Wilson/Fundations Fluency Resources ● Reading Naturally ● 6-minute Solution ● Quick Reads Vocabulary Resources ● Words Their Way Comprehension Resources Comprehensive ● Fast ForWord ● FastBridge Intervention Plans ● Read 180 & System 44 (5-12) ● Rave-O	●
Recommended Teacher Resource			
● Benchmark Universe ● Florida Center for Reading Research ○ https://www.fcrr.org/			
NOTE: Anything not listed above must be reviewed and approved by the Curriculum Council before implementation.			

USD457 2025-2026 Calendar

2025 - 2026 School Calendar - REVISED

Unified School District 457 • Garden City, Kansas 67846



July 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025						
S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

6-8 New Teacher Inservice (NS)
 11 Teacher Inservice (NS)
 12 Teacher Workday (NS)
 13 School AM (Grades K-4, 5, 7, 9-10 & new students)
 Teacher Workday PM

1 Labor Day (NS)
 25-26 Teacher Inservice (NS)

14 End of Grading Period
 17 Teacher Inservice AM (NS)
 Teacher Workday PM
 23-24 Parent/Teacher Conference (NS)

November 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

24-28 Fall Vacation (NS)

December 2025						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

19 End of Grading Period
 22-31 Winter Vacation (NS)

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

1-2 Winter Vacation (NS)
 5 Teacher Workday (NS)
 6 Teacher Inservice (NS)
 7 School Resumes
 30 New Teacher Inservice (NS)

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

20 Teacher Inservice AM (NS)
 Teacher Workday PM
 26-27 Parent/Teacher Conference (NS)

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

10 End of Grading Period
 13 Teacher Release Inservice (NS)
 16-20 Spring Break (NS)

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

3 New Teacher Inservice (NS)
 6 Teacher Inservice (NS)

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

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

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

 = New Teacher Orientation (NS)  = Holiday/Vacation (NS)  = District Work/Inservice (NS)  = Parent/Teacher Conference (NS)  = Half Day of School NS = No School	Inservices (7) = 8/11, 9/25, 9/26, 10/17*, 1/6, 2/20*, 3/13, 4/6 Workdays (4) = 8/12, 8/13*, 10/17*, 1/5, 2/20*, 5/22* Snow Days (May 1, 4) Graduation Weekend (May 16-17) * = 1/2 Day	1159 Hour Calendar (6 hours, 40 minutes) <table><tr><td>1st Grading Period</td><td>41.5</td><td rowspan="2">} 83.5</td></tr><tr><td>2nd Grading Period</td><td>42.0</td></tr><tr><td>3rd Grading Period</td><td>43.0</td><td rowspan="2">} 87.0</td></tr><tr><td>4th Grading Period</td><td>44.0</td></tr><tr><td></td><td></td><td>170.5</td></tr><tr><td colspan="2">Teacher Contract Days</td><td>181.5</td></tr></table>	1 st Grading Period	41.5	} 83.5	2 nd Grading Period	42.0	3 rd Grading Period	43.0	} 87.0	4 th Grading Period	44.0			170.5	Teacher Contract Days		181.5
1 st Grading Period	41.5	} 83.5																
2 nd Grading Period	42.0																	
3 rd Grading Period	43.0	} 87.0																
4 th Grading Period	44.0																	
		170.5																
Teacher Contract Days		181.5																

MEMORANDUM

TO: Board of Education
THRU: Josh Guyman, Superintendent
FROM: Heather Stegman, Director of Curriculum and Instruction
DATE: 07/31/2025
RE: Disposal of outdated materials

ISSUE:

The Board of Education is asked to consider and approve the disposal of curriculum resources no longer in use in the district.

BACKGROUND:

Freshman Academy at GCHS is asking permission to dispose of curriculum resources that are not currently in use.

ALTERNATIVES:

Approve the disposal of the curriculum resources no longer in use.

Do not approve the disposal of the curriculum resources no longer in use.

RECOMMENDATION:

The Curriculum and Instruction department recommends that the Board of Education consider and approve the disposal of curriculum resources that are no longer in use at GCHS.

FISCAL NOTE:

N/A

ATTACHMENTS:

2025-26 GCHS Materials Disposal List

Title	Publisher	ISBN	Copyright	Total #
Writer's Inc.	D.C. Heath & Company	0-669-38812-2	1996	59
Intensified Algebra I Student Activity Book Volume 1 Foundations for Functions & Linear & Statistical Models	Agile Minds, Inc.	978-1-948905-23-7	2018	132
Intensified Algebra I Student Activity Book Volume 2 Linear Equations, quadratic models, and other nonlinear relationships	Agile Minds, Inc.	978-1-948905-24-4	2018	51
Glencoe Health	McGraw-Hill	978-0-07-875876-8	2009	276
Glencoe Health	McGraw-Hill	978-0-02-140707-1	2015	48
Glencoe Health	McGraw-Hill	0-02-651476-1	1996	15



DRUG TESTING SERVICE AGREEMENT

(* * *)

This Drug Testing Service Agreement (the "Agreement") is entered into this _____ day of the month of July 2025 by and between:

REVERE HEALTHCARE SOLUTIONS INC. ("RHS"), a Kansas corporation with offices located at 11709 Roe Ave., Suite 231, Leawood, KS 66211. Though RHS employs licensed Personnel who collaborate with licensed physicians in the performance of their duties, RHS is not a "health-care provider" in that RHS, as an entity, is not licensed to practice any branch of the healing arts by the state board of healing arts.

AND

GARDEN CITY, KS PUBLIC SCHOOLS ("USD457") and, together with RHS, the "Parties", with offices located at 1205 Fleming Street, Garden City, KS 67846.

This Agreement details the terms and conditions under which RHS agrees to deliver the Services (as defined below) to Participants (as defined below) both onsite at locations determined by USD457 and at the Grow Well clinic, located at 302 N. Fleming St., Suite #2, Garden City, KS 67846 (the "Clinic").

Parties hereby agree to the following terms and conditions of this Agreement.

(* * *)

1. RHS' UNDERTAKINGS

- 1.1. Services. RHS undertakes to provide to randomly selected USD457 students drug testing services ("Services") in a manner that aligns with and supports the desired outcomes as outlined in the USD 457 Random Drug Testing Guidelines and Policy ("Guidelines and Policy") as adopted February 17, 2024), attached hereto, and incorporated herein as Exhibit A. The Guidelines and Policy include, but are not limited to, maintaining confidentiality, using certified personnel, following chain-of-custody procedures, utilizing Medical Review Officer (MRO) services, and providing drug testing for all substances listed in the policy. In the event of a conflict between RHS protocols and the USD457's adopted policy, USD457 policy shall take precedence unless otherwise agreed upon in writing by both parties.
- 1.2. Personnel, Employment and Taxes. RHS undertakes to cause all personnel, provided by RHS for the delivery of the Services, to be either employees or contractors of RHS (collectively, "Personnel") that are duly licensed with their respective licensing boards to perform the services that are the subject of this Agreement. RHS undertakes to follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. RHS (or its subcontractors), undertakes to maintain direct responsibility as employer (or contractor) for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local payroll taxes, social security taxes, workers' compensation, and unemployment insurance.



- 1.3. Health & Safety Guidelines. RHS undertakes to maintain a physician's order authorizing the provision of Services, if required under the applicable law of the State of Kansas. RHS undertakes to follow applicable guidelines issued by the Kansas Department of Health and Environment related to Services and waste disposal. Upon receipt of a written request, RHS shall forward a copy of its Infection Control Guidelines to USD457. Each written protocol concerning the APRN's fulfillment of the services that are the subject of this Agreement shall contain a precise and detailed medical plan of care for each classification of disease or injury for which the APRN is authorized to prescribe and shall specify all drugs which may be prescribed by the advanced practice registered nurse. If required under the applicable law of the State of Kansas, any written prescription order shall include the name, address, and telephone number of the responsible physician. The APRN may not dispense drugs, but may request, receive, and sign for professional samples and may distribute professional samples to patients pursuant to a written protocol as authorized by a responsible physician, if required by law. Each written protocol that APRN is to follow when prescribing, administering, or supplying prescription-only drugs shall meet the requirements of KAR 60-11-104a.
- 1.4. Labs & Supplies. RHS undertakes to provide all necessary labs services, medical supplies, vaccine, forms, etc. ("Labs & Supplies") to be used in administering and/or providing the Services. However, RHS is not responsible for the payment of such Labs & Supplies, which shall be billed to USD457 in accordance with Exhibit 1).2.
- 1.5. Insurance. At its own expense, RHS undertakes to maintain, or require the Personnel to maintain, a valid insurance policy with general and professional liability coverage of not less than \$1 million (One Million US\$/00) per occurrence and \$3 million (Three Million US\$/00) in aggregate, covering negligent acts or omissions of Personnel occurring in connection with the provision of the Services under this Agreement. Upon request by USD457, RHS shall provide a certificate of insurance proving such coverage. RHS undertakes to maintain any required workers' compensation insurance for RHS Employed Personnel. RHS shall also include a minimum of \$500,000 Hired and Non-Owned Auto Liability Insurance during the term of this Agreement. RHS shall be responsible for insuring all the personal property and equipment owned by RHS.

2. THE USD457' UNDERTAKINGS

- 2.1. Insurance. At its own expense, USD457 undertakes to maintain adequate insurance to cover its indemnity and other obligations to RHS under this Agreement.
- 2.2. Emergency situations. **USD457 undertakes to instruct in writing all the Participants that i) emergency situations are not handled by RHS; ii) are not included in the Services provided by RHS under this Agreement; and iii) shall be handled by said Participants seeking assistance from appropriate authorities including, but not limited to, 911. For the avoidance of any doubt, USD457 acknowledges that emergency situations are not included in the Services provided by RHS under this Agreement.**
- 2.3. Participant's Eligibility File. No later than the tenth (10th) day of each month, USD457 undertakes to provide RHS with an updated list of Participants.

3. COMPENSATION

- 3.1. Billing. RHS shall submit invoices to the USD457 for the Services rendered, according to the provisions set forth in Exhibit 1); USD457 shall promptly pay the invoices.
- 3.2. Payment Terms. All amounts invoiced by RHS are due and payable on the first day of each month of delivery of the Services. Payments shall be sent to (via wire transfer or check) the addressee below. Specific payment instructions shall be provided separately.

Revere Healthcare Solutions Inc.
Attention: Treasury Department
11709 Roe Ave. Suite 231
Leawood, KS 66211



4. TERMS OF THE AGREEMENT AND TERMINATION

- 4.1. Term. This Agreement shall be in effect for a period of Ten (10) months from August 1st, 2025, throughout May 31st, 2026.
- 4.2. Termination for Cause. Both Parties have the right to terminate this Agreement for Cause. Cause is defined as a breach of the terms and conditions of this Agreement that is not cured with the Cure Period ("Cause"). The breaching party shall have ten (10) business days from the date of the letter providing written notice of the breach (the "Cure Period") to cure the breach. If the breach is not cured during the Cure Period, the non-breaching party has the right to immediately terminate this Agreement for Cause and to seek all available relief under the law.

5. GENERAL TERMS

- 5.1. Independent Contractors. RHS enters into this Agreement as an independent contractor, and nothing contained in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the Parties.
- 5.2. Assignment. Neither of the Parties shall assign this Agreement to a third party without the prior written consent (the "Consent") of the other party, and such Consent shall not be unreasonably withheld. However, no such Consent shall be required for the assignment to an entity owned by or under common control with the assignor; in such event, the assignor shall provide the assignee with a written notice of the assignment, within Fifteen (15) business days. Absent a novation by the non-assigning party, the assignor shall remain responsible and liable for the performance under this Agreement.
- 5.3. The USD457 Indemnification. RHS agrees to indemnify and hold harmless the USD457, including its elected officials, employees, and agents from and against all claims, actions, and liabilities which may be asserted against them by third parties because of RHS' and/or its Personnel's negligence in providing the Services.
- 5.4. RHS Indemnification. The USD457 agrees to indemnify and hold harmless RHS, including its directors, officers, employees, contractors, and agents from and against all claims, actions, and liabilities which may be asserted against them by third parties because of the USD457' and/or its elected officials', employees' or agents' negligence under the terms and conditions of this Agreement.
- 5.5. Notices. Any notice required under this Agreement shall be in writing; shall be served or sent by certified mail, return receipt requested and postage pre-paid, or by a recognized overnight carrier which provides proof of receipt; and shall be sent to the addresses below. Parties may change the address to which notices shall be sent, by sending a written notice of such changes to the other party.

The USD457

Attention: _____
Title: _____
1205 Fleming Street
Garden City, KS 67846

RHS

Attention: Mr. Carmine Di Palo
Chairman and Chief Executive Officer
11709 Roe Ave., Suite D231
Leawood, KS 66211

- 5.6. Entire Contract, Counterparts. This Agreement constitutes the primary contract between the USD457 and RHS regarding the Services and supersedes any other letters, term sheets, agreements, promises or representations not expressly set forth or referenced in this Agreement. This Agreement shall be executed in Two (2) copies, each of which will be deemed to be the original, but both shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of each of the Parties. The Parties hereby acknowledge and agree that the execution and delivery of this Agreement by facsimile transmission or by e-mail of a scanned copy shall be valid and binding.
- 5.7. Force Majeure. Neither RHS nor the USD457 shall be liable for any failure or inability to perform their respective obligations under this Agreement for a period of up to Forty-Five (45) days due to any cause beyond the reasonable control of the non-performing party, including



but not limited to acts of God, regulations of laws of any government, acts of war or terrorism, acts of civil or military authority, fires, floods, accidents, epidemics, quarantine restrictions, unusually severe weather, explosions, earthquakes, strikes, labor disputes, loss or interruption of electrical power or other public utility, freight embargoes or delays in transportation, or any similar or dissimilar cause beyond its reasonable control. If a party's non-performance under this section extends for at least Forty-Five (45) calendar days, the party affected by such non-performance may terminate this Agreement by providing written notice thereof to the other party but said non-compliance shall not be deemed a breach of this Agreement.

- 5.8. Compliance with Laws. RHS represents that, to perform the Services that are the subject of this Agreement, RHS has contracted with licensed providers who will be performing the Services.
- 5.9. Severability. If one or more provisions of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be severed from the Agreement and will not affect the validity or enforceability of any other provision in this Agreement; the remaining provisions shall be deemed to continue in full force and effect.
- 5.10. Governing Law; Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Kansas. Any dispute or claim from this Agreement shall be resolved exclusively in the Finney County, Kansas District Court.
- 5.11. Amendment. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed and signed by both Parties.
- 5.12. Attorneys' Fees. In the event that either of the Parties is required to obtain legal assistance to enforce its rights under this Agreement, or to collect any monies due, the prevailing party shall be entitled to recover from the other party, in addition to all other sums due, reasonable attorneys' fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies, subject to a cap of \$500.00 (Five Hundred US Dollars/00).

6. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION ("PHI")

- 6.1. HIPAA Compliance. RHS undertakes:
 - a) To comply with the applicable provisions of the administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Par. 1320d through d-8 and as amended ("HIPAA"), and the requirements of any regulation promulgated thereunder.
 - b) Not to use or further disclose any Participants' PHI, other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. The receiving party shall implement appropriate safeguards to prevent the use or the disclosure of Participants' PHI other than as provided by this Agreement.
 - c) To promptly report to the USD457 any violation, use and/or disclosure of PHI not provided for by this Agreement as soon as it is practicable, upon becoming aware of the improper violation, use and or disclosure. And
 - d) To comply with the privacy, security and electronic transaction requirements as defined in the HIPAA regulations.
- 6.2. Breach of Confidentiality. If either party is in breach of any provision(s) of section 7.1. above, such party shall immediately advise the other party and take commercially reasonable steps to remedy such breach, including, but not limited to, attempting to mitigate the consequences of any disclosure or use of PHI in violation of this Agreement. Both Parties acknowledge that use or disclosure of the PHI, in any manner inconsistent with this Agreement, may result in irreparable and continuing damage. As applicable by law, legal remedies, such as equitable relief may be necessary to protect against such breach or threatened breach, including, without limitation, injunctive relief.

(* * * *)



"An Ounce of Prevention is Worth a Pound of Cure"

The USD457 and RHS have acknowledged their understanding of and agree to the mutual promises written above by executing this Agreement as of the date first set forth above.

USD457

REVERE HEALTHCARE SOLUTIONS INC.

A handwritten signature in black ink that reads "Carmine Di Palo".

Print: _____
Title: _____
Date: _____

Print: _____
Title: _____
Date: _____

Carmine Di Palo
Chairman and CEO
7/24/2025



EXHIBIT 1): FEES AND PAYMENT TERMS

1).1	Base Fees		Start-Up Month	Year 1	Year 2	Year 3
		Starting Date	8/1/2025	9/1/2025	9/1/2026	9/1/2027
		Ending Date	8/31/2025	8/31/2026	8/31/2027	8/31/2028
		Number of Monthly Payments	One (1)	Twelve (12)	Twelve (12)	Twelve (12)
		Monthly Base Fee	Nil	Forty-Five Thousand Dollars (\$45,000.00)	Fifty Thousand Dollars (\$50,000.00).	Sixty Thousand Dollars (\$60,000.00).
		Invoiced	Not applicable	On the closest day to the 20 th day of the month prior to the delivery month.		
		Payment Due	Not applicable	On the 1 st day of the delivery month.		
1).2	Lab Tests	Pass-through including shipping and handling. Invoiced monthly in arrears.				



"An Ounce of Prevention is Worth a Pound of Cure"

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MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Gina Galpin, Director of Special Education
DATE: 08/04/2025
RE: Teach Town Licenses for LEAP/Life Skills

ISSUE:

The Board of Education is asked to consider and approve the purchase of Teach Town student licenses for our LEAP/Life Skills special education programs. Teach Town is the approved curriculum for the LEAP/Life Skills programs.

BACKGROUND:

Every year, the Special Education Department purchases Teach Town licenses for our LEAP/Life Skills classrooms. Licenses are required for every student to access the curriculum. There are 76 students in our LEAP/Life Skills programs for the 2025-26 school year.

ALTERNATIVES:

N/A

RECOMMENDATION:

Approve the purchase of Teach Town licenses.

FISCAL NOTE:

The licenses for Teach Town cost \$309/student for a total of \$23,484.

ATTACHMENTS:

Invoice attached.

Bill To Name: Garden City School District
 Bill To: 1205 Fleming St, Garden City, Kansas
 67846-4751 United States

Created Date: 6/4/2025 7:43 PM
 Order Number: 00027670

Billing Frequency: Upfront

Contract Start Date: 8/20/2025

Net Terms: 30

Contract End Date: 8/19/2026

PO Required

Term in Months 12

Product	Type	Contract Start Date	Contract End Date	Annual Sales Price	Qty	Extended Price
enCORE K-12 Student Subscription	Software	8/20/2025	8/19/2026	\$309.00	54	\$16,686.00
enCORE K-12 Student Subscription	Software	8/20/2025	8/19/2026	\$309.00	22	\$6,798.00

Software Subtotal:	\$23,484.00
Physical Goods Subtotal:	\$0.00
Services Subtotal:	\$0.00
Shipping Total	\$0.00
Sales Tax Total:	\$0.00
Grand Total:	\$23,484.00

Order Notes:



Signature:

Name: Gina Galpin

Title: Director of Special Education

Date:

For questions on this order, contact:

TeachTown Representative: Kat Hutchings

Prepared By: Kat Hutchings

Email: khutchings@jigsawlearning.com

Terms:

Student licenses provide access for a single student to all products within a package.

Unless separate invoice and payment terms are specified, TeachTown will issue an invoice in full for the quoted amount upon execution of a purchase order. For any physical goods that are back-ordered, invoices will be issued when physical goods are shipped. All payment terms are Net 30.

Professional Services must be utilized within twelve (12) months from the date of purchase. If the term is longer than twelve (12) months and Professional Services are purchased for additional term years, Professional Services must be used within the term defined.

By signing this Order Form, you agree to our [Terms of Service](#) and that you are able to sign on behalf of the organization above. By signing this quote or by submitting a purchase order in accordance with this quote, you hereby consent to a contractual agreement terminating on the above listed subscription expiration date. You are obligated to adhere to the payment conditions listed within this quote through the entirety of the contractual term.

How to place an Order:

Email: orders@teachtown.com

Fax: (877) 295-8238

Mail: TeachTown
2 Constitution Way
Woburn, MA 01801



SCHOOL RESOURCE OFFICER AGREEMENT

THIS SCHOOL RESOURCE OFFICER AGREEMENT ("Agreement") is entered into this ____ day of August, 2025, by and between the CITY OF GARDEN CITY, KANSAS ("City"), the GARDEN CITY POLICE DEPARTMENT ("GCPD"), and the BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. 457 ("USD 457").

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is for the City to assign uniformed law enforcement officers (hereinafter referred to as "SROs"), vehicles, radios and all necessary equipment for the School Resource Officer Program. SROs will work with school personnel in providing alcohol and drug education, maintaining a safe campus environment, serving as a law enforcement problem-solving resource, and providing the appropriate response during on-campus or school related criminal activity.

2. **TERM.** The term of this Agreement shall be from the first day of school in August 2025 through the last day of school in May 2026, as designated by USD 457's academic calendar, provided that the term may be extended by USD 457 as it deems necessary to satisfy attendance requirements that may have been affected by weather or other factors. During days that schools are not in session, SROs shall perform regular police duties at a duty station as determined by the City's Chief of Police.

3. **TERMINATION.** This Agreement may be terminated without cause by either party upon 30 days prior written notice.

4. **RELATIONSHIP OF PARTIES.** The City and SROs shall have the status of an independent contractor of USD 457 for purposes of this Agreement. All SROs assigned to USD 457 shall be considered employees of the City, subject to the City's control and supervision. Assigned SROs will be subject to current procedures in effect for City police officers, including attendance at all mandated training and testing to maintain state law enforcement officer certification. USD 457 agrees to cooperate with the City in any administrative investigation regarding violations of such procedures by SROs assigned to USD 457. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that no person supplied by USD 457 to accomplish the goals of this Agreement is a City employee and that no rights under City civil service, retirement, or personnel rules accrue to such person.

The City will continue to maintain all records concerning the performance of services here listed, including SRO employment records and any reports required by the City's Standards of Conduct or Standard Operating Procedure.

5. **CONSIDERATION.** USD 457 shall pay to City, the sum of Three Hundred Eight Thousand Dollars (\$308,000.00), for the services of four (4) law enforcement officers for the 2025-26 school year. The payments from USD 457 to City shall be made as follows: One Hundred Fifty-one Thousand Five Hundred Dollars (\$151,500.00) on or before December 15, 2025, and the remaining amount of One Hundred Fifty-six Thousand Five Hundred Dollars (\$156,500.00) on or before June 15, 2026. The amount paid by USD 457 represents three-fourths of the total salary and benefits to be paid to the law enforcement officers.

6. **SRO RESPONSIBILITIES.** SROs assigned to USD 457 shall:

- a. Provide a program of law and education-related issues to the school community, including parents, on such topics as: tobacco, alcohol and drug issues, violence diffusion, violence prevention, and other safety issues in the school community.
- b. Act as a communication liaison with law enforcement agencies, providing basic information concerning students on campuses served by the SRO. SROs also will share information with an administrator about persons and conditions that pertain to campus safety concerns.
- c. Provide informational in-services and be a general resource for USD 457 staff on issues related to alcohol, drugs, violence prevention, gangs, safety, and security.
- d. Gather information regarding potential emerging issues such as criminal activity, gang activity and student unrest, as well as attempt to identify particular individuals who may be a disruptive influence to the school and/or students.
- e. Take the appropriate steps consistent with a Kansas law enforcement officer's duty when a crime occurs.
- f. Present educational programs to students and school staff on topics agreed upon by both parties.
- g. Refer students and/or their families to the appropriate agencies for assistance when a need is determined.
- h. Notify the building principal as soon as practicable of any significant enforcement event or public safety threat, including advising the building principal prior to taking legal action, subject to the SRO's duties under the law (unless, in the SRO's professional opinion, circumstances prevent prior notice).
- i. Refer violations of USD 457's discipline code to USD 457 administration. SROs shall not act as school disciplinarians, nor make recommendations regarding school discipline. USD 457 administrators are solely responsible for school discipline and will not request the SROs assistance in such matters. SROs shall not be involved with the enforcement of school rules or disciplinary infractions that are not violations of law.
- j. SROs are not to be used for regularly assigned lunchroom duties, as a regular hall monitor, bus duties or other monitoring duties. If there is an unusual/temporary problem in one of these areas, SROs may assist USD 457 employees until the problem is solved.

- k. Provided further that nothing required herein is intended to nor will it constitute a relationship or duty for the assigned SROs or the City beyond the general duties that exist for law enforcement officers within the State.

- l. Maintain the confidentiality of student records, as outlined in paragraph 11 below.

7. **TIME AND PLACE OF PERFORMANCE.** The City will make all reasonable efforts to have an SRO available for duty at his or her assigned school each day that school is in session during the regular school year. The City is not required to furnish a substitute SRO on days when the regular SRO is absent due to illness or police department requirements. SROs shall be and remain full-time uniformed law enforcement officers of and for the City, shall remain duly licensed and qualified to carry/use firearms and operate patrol cars, and shall otherwise be able to meet the physical demands of the services described herein. Notwithstanding anything herein to the contrary, in the event an officer should, for any reason, fail to remain so qualified, the City shall provide a substitute SRO to perform the services until such time as the unqualified SRO is able to resume his or her regular duties. SROs' activities will be restricted to their assigned school grounds except for:

- a. Follow-up home visits when needed as a result of school related student problems.
- b. School related off-campus activities when SRO participation is requested by the principal and approved by the City.
- c. Responding to off-campus, but school related, criminal activity.
- d. Responding to emergency police activities.

8. **USD 457 RESPONSIBILITIES.**

- a. USD 457 will provide each SRO an on-site office and such supplies and equipment as are necessary at his or her assigned school. This equipment shall include a telephone, filing space capable of being secured, and access to a computer.
- b. USD 457 will report crimes to law enforcement in accordance with USD 457's board policy. The City will be the primary investigative agency of such crimes that are reported to them by USD 457.

9. **SEARCH AND SEIZURE; INTERROGATIONS.**

- a. Any searches of students and any searches and/or seizures of property conducted by SROs for law enforcement purposes shall be limited to and performed in accordance USD 457's school board policies, so long as those policies do not conflict with GCPD Standard Operating Procedure.
- b. Any interviews of students conducted by SROs for law enforcement purposes shall be limited to and performed in accordance with USD 457's school board policy, so long as the policy does not conflict with GCPD Standard Operating Procedure, attached hereto.

10. **STUDENT RECORDS.** The release of student records is governed by Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). For purposes of access to student records, SROs are considered a "school official" and may be provided students' personally identifiable information ("PII") on an as-needed basis to carry out SRO duties for legitimate educational purposes. In addition, SROs may only use PII for the purpose for which the disclosure was made and to promote school safety and the physical security of students. SROs, acting as school officials, may request student records from a USD 457 administrator for legitimate educational purposes. SROs may not disclose PII obtained from student records, without prior written consent, to others, including other officers who are not acting in the capacity as school officials, unless the disclosure fits within one of the exceptions to consent in FERPA.

11. **INDEMNITY.** Indemnification for both parties will be governed by the Kansas Tort Claims Act.

12. **MISCELLANEOUS.**

- a. This Agreement is subject to the terms of Form DA146a (Rev. 07/19), which is attached hereto to and made part of this Agreement as though fully set forth in this Agreement.
- b. Neither the City nor USD 457 may assign this Agreement without the prior written approval of both parties.
- c. Nothing in this Agreement shall be construed as a limitation on the powers, rights, authority, duty and responsibilities conferred upon either party under Kansas law.
- d. In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.
- e. The failure of either party to enforce one or more provisions of this Agreement with respect to any particular breach shall not be deemed or construed to constitute a waiver of any other breach of this Agreement.
- f. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter contained herein and supersedes all prior agreements concerning the same subject matter, whether written or oral. This Agreement may be modified only by a writing signed by both parties.
- g. The parties may execute this Agreement in counterparts. The parties represent and warrant that each respective signatory is fully authorized to enter into and to execute this Agreement on behalf of the named party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF GARDEN CITY, KANSAS

Date

By _____
ROY CESSNA, Mayor

ATTEST:

CELYN N. HURTADO, City Clerk

GARDEN CITY POLICE DEPARTMENT

Date

By _____
Courtney E. Prewitt, Chief

BOARD OF EDUCATION,
UNIFIED SCHOOL DISTRICT NO. 457,
FINNEY COUNTY, STATE OF KANSAS

Date

By _____
RANDY RALSTON, President

ATTEST:

JENNIFER RAMOS, Clerk of the Board

CROSSING GUARD AGREEMENT

THIS CROSSING GUARD AGREEMENT (Agreement) is made and entered into this ____ day of August, 2025, by and between the CITY OF GARDEN CITY, KANSAS (City), and the BOARD OF EDUCATION, UNIFIED SCHOOL DISTRICT NO. 457, FINNEY COUNTY, STATE OF KANSAS (USD 457).

WHEREAS, USD 457 and City have a desire to provide a safe environment for students walking to and from USD 457 schools and crossing City streets adjacent or close to USD 457 schools; and

WHEREAS, City and USD 457 have a desire to provide crossing guards for USD 457 students, in an efficient and effective manner.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to establish policies and procedures between City and USD 457 concerning the staffing, training, and administration of personnel assigned as crossing guards on City streets adjacent or close to USD 457 schools.

2. **TERM.** The term of this Agreement shall be for the 2025-26 school year, commencing on August 14, 2025, and ending on May 22, 2026.

3. **TRAINING.** Each person assigned as a crossing guard shall receive:

- (a) A minimum of 4 hours of classroom instruction, which shall include information on methods of traffic control and the duties and responsibilities of adult school crossing guards;
- (b) A minimum of 20 hours of supervised field training;
- (c) Prior to start of each school year, continuing crossing guards will receive 2 hours of retraining and instruction; and
- (d) Substitute crossing guards must also complete the training program prior to assignment as a substitute crossing guard.

4. **DUTIES OF CITY.** City shall be responsible for the following duties under this Agreement:

- (a) Training of crossing guards through the Garden City Police Department (GCPD);
- (b) Crossing guard placement will be determined by the City through traffic engineering studies and consultation with USD 457;
- (c) Providing USD 457 with applications from citizens who are interested in becoming a crossing guard; and
- (b) Providing each crossing guard with a safety equipment and clothing:
 - i. ANSI Class 3 high-visibility, yellow/lime safety vest;
 - ii. ANSI Class 3 high-visibility, yellow/lime raincoat;
 - iii. MUCTD compliant 18"x18" reflective stop paddle;
 - iv. Whistle with lanyard; and
 - v. High-visibility, yellow/lime reflective ballcap.

5. **DUTIES OF USD 457.** USD 457 shall be responsible for the following duties under this Agreement:

- (a) Recruitment and hiring of crossing guards;
- (b) Administration of all personnel issues pertaining to crossing guards; and
- (c) Assignment of crossing guards to locations identified by City.

6. **SCOPE OF EMPLOYMENT.** All crossing guards shall be employees of USD 457 and shall be under the sole and exclusive direction and control of USD 457.

7. **ADMINISTRATION OF AGREEMENT.** The Chief of Police of the GCPD and the Deputy Superintendent of USD 457 shall be responsible for implementation of this Agreement, and they shall be the contact persons for their respective entities pertaining to any issue involving this Agreement or a crossing guard.

8. **AUTHORITY TO CONTRACT.** City and USD 457 possess the power, privilege, and/or authority to enter into this Agreement pursuant to K.S.A. 12-101, *et seq.*, K.S.A. 72-8201, and the Kansas Constitution, Article 6, Sec. 5; and Article 12, Sec. 5.

9. **ADOPTION.** City and USD 457 shall take all appropriate action to adopt and approve this Agreement by ordinance, resolution, or motion. Any subsequent amendment to, or extension of, this Agreement shall also require adoption by appropriate action.

10. **SEPARATE ENTITY.** It is not the intent of City and USD 457 to create a separate legal or administrative entity to perform the functions of this Agreement.

11. **MANNER OF FINANCING.** The manner of financing to support the purpose of this Agreement shall be through expenditure of general funds, by City and USD 457.

12. **DEFAULT.** Should a party fail to abide by the terms and conditions of this Agreement, the other party may declare a default and thereafter, give written notice of intent to terminate by reason of default, said notice to be not less than thirty (30) days. This Agreement shall not limit in any manner, the legal rights or remedies a party might have in the event of a default.

13. **LEGAL RESPONSIBILITY.** It is not the intent of the City or USD 457 to relieve either party of any obligation or responsibility imposed upon a party by law.

14. **CONTROL OF LEGISLATURE/FUNDING.** The parties acknowledge and agree that this Agreement is subject to change, termination, or limitations, as may be determined by the Legislature of the State of Kansas. In the event sufficient funds shall not be appropriated by City or USD 457 for any obligations required under the terms and conditions of this Agreement, City and/or USD 457 may terminate this Agreement pursuant to the notice requirements set forth herein.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

CITY OF GARDEN CITY, KANSAS

Date

By _____
ROY CESSNA, MAYOR

ATTEST:

Celyn N. Hurtado, City Clerk

BOARD OF EDUCATION, UNIFIED
SCHOOL DISTRICT NO. 457,
FINNEY COUNTY, STATE OF KANSAS

Date

By _____
Randy Ralston, President

ATTEST:

Jennifer Ramos, Clerk of the Board

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made this 11th day of August, 2025, by and between the City of Garden City, Kansas, Garden City Police Department, and Unified School District No. 457 for the School Resource Officer Program.

I. GOALS AND OBJECTIVES

A. Mission Statement

The City of Garden City, Kansas (the "City"), on behalf of its unincorporated agency, the Garden City Police Department ("GCPD"), and Unified School District No. 457 ("USD 457"), mutually agree that maintaining an atmosphere where teachers feel safe to teach, and students feel safe to learn, benefits the Garden City community and society as a whole. To foster this goal, GCPD has created a School Resource Officer ("SRO") Program. The SRO Program ("Program") consists of specially trained GCPD law enforcement officers assigned to USD 457 high school and middle schools, who provide education, intervention, counseling, deterrence, and law enforcement, not only to students and staff, but also to the Garden City community. SROs also provide support to USD 457 intermediate and elementary schools as time and resources permit.

B. Relationship of Parties

SROs shall be employees of the City/GCPD and subject to their control and supervision. Nonetheless, USD 457 shall designate each SRO as a "school official" and a "law enforcement unit," as both terms are defined by the Family Educational Rights and Privacy Act ("FERPA"), 20 USC§ 1232g, and associated regulations.

This Agreement does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties. The parties agree that no employees they respectively assign to accomplishing the goals of the Agreement shall in any way be considered employees of the other party, nor shall they be entitled to any employee benefits provided by the other party.

C. Description of General Duties

1. SROs will:

- a. Present law-related curriculum to USD 457 students, staff, and parents.
- b. Provide USD 457 students, staff, and parents law-related guidance and information on available community resources.
- c. Assist with facilitating resolution of USD 457 student conflicts and guiding students and parents to appropriate community services, working closely with USD 457 social workers, counselors, and administrators to ensure student access to all available resources.

- d. Provide a positive law enforcement presence in USD 457 schools and community. SROs will investigate matters which involve USD 457 students and work closely with school administrators. SROs will also serve as a liaison between USD 457 school administrators and the GCPD.

2. USD 457 school administrators and staff will:

- a. Work cooperatively with the SROs and GCPD to ensure safety in the facilities to which SROs are assigned.
- b. Provide SROs access to information and resources that will aid in SROs working with USD 457 school administrators and staff to address incidents of school delinquency, truancy, and criminal behavior and incidents that occur on school property, at school sponsored events, and at other locations where USD 457 students are involved.

D. Desired Outcomes

The program is intended to produce the following outcomes:

1. A decrease in criminal activities - particularly violence, gangs, illegal drugs vandalism, and thefts - on USD 457 school properties to which SROs are assigned, and at USD 457 sponsored events and activities SROs attend at the request of USD 457 administrators.
2. An atmosphere in USD 457 schools to which SROs are assigned where teachers feel safe to teach and students feel safe to learn.
3. An increase in identifying at risk youth and guiding them to resources through which they can receive assistance.
4. An increase in positive communications between at risk youth and law enforcement officers.
5. An opportunity for students to develop problem solving and life skills.

II. ROLES AND RESPONSIBILITIES

A. Responsibilities of SROs and the GCPD

1. GCPD shall recruit, train, and assign certified law enforcement officers to serve as SROs in each USD 457 middle and high schools. SROs will be visible, active, and professional in the USD 457 schools they serve;
2. SROs will provide leadership in addressing tobacco, alcohol, and drug issues; preventing and diffusing violence; and enhancing safety in the USD 457 school community;

3. SROs will serve as communication liaisons between law enforcement agencies and the USD 457 schools, sharing basic information concerning students as necessary and appropriate;
4. SROs will build rapport with USD 457 students and staff, and between those students and staff and the GCPD.
5. SROs will present programs to USD 457 parents and the community on issues related to tobacco, alcohol, and other drugs, violence prevention and safety;
6. SROs will provide information for USD 457 staff on issues related to drugs, violence, gangs, safety, and security;
7. SROs will gather information regarding potential problems such as criminal activity, gang activity, and student unrest, and identify particular individuals who may be a disruptive influence to USD 457 schools, staff, administrators or other students;
8. SROs will share information regarding potential problems and threats with appropriate school staff and administrators;
9. SROs will take the appropriate steps, consistent with their law enforcement officer duties, when a crime occurs;
10. SROs will maintain a current list of referral services and provide USD 457 students and/or their families information about resources for possible assistance when a need is determined;
11. SROs will attend off-campus USD 457-sponsored and related meetings and activities, including staff in-services and parent group meetings, as requested by USD 457 administrators and approved by the Program lieutenant;
12. SROs will respond to off-campus criminal activities that are determined or believed to be related to USD 457 students.
13. SROs will NOT be responsible for lunchroom supervision, hall monitoring, or bus duties. SROs will NOT function as school disciplinarians, nor make recommendations regarding student discipline. However, if a USD 457 school principal believes an incident involves a crime, the principal may contact the SRO to determine whether law enforcement action is appropriate;
14. SROs will take a report as necessary when an incident occurs;
15. SROs will generally be available to USD 457 students and staff during regular school hours, and will provide advance notice to their assigned school, when possible, if they will be away for more than a half day at a time. Regardless, SROs will respond to emergency law enforcement activities and court appearances as required, whether or not they are related to USD 457;
16. SROs will direct any media representatives who contact them to the SRO Program supervisor or other appropriate GCPD supervisor.

17. GCPD acknowledges that when its SROs are provided access to or allowed to inspect any student records maintained by USD 457, release of such records and any information gleaned from them is governed by FERPA, and it agrees the SROs will abide by FERPA.

B. Responsibilities of USD 457

1. USD 457 will fund the SROs' attendance at the National Association of School Resource Officers Basic SRO course, and at other trainings USD 457 agrees to, upon request by the Program supervisor.
2. USD 457 shall consider each SRO to be a "school official" and "law enforcement unit" in accordance with FERPA, and shall provide SROs students' class schedules and other records that may contain personally identifiable information ("PII"), for legitimate educational purposes, including, but not limited to, promoting school safety and the physical security of students, subject to FERPA.
3. USD 457 shall provide SROs access to and the ability to inspect and copy student records, including those in Skyward, captured through security systems, and otherwise subject to FERPA. Unless the disclosure would fit within one of the exceptions to consent in FERPA, SROs may not disclose PII obtained from student records to others, including to other GCPD officers who are not acting in the capacity of SROs, without prior written consent.
4. USD 457 shall provide a liaison in each school to coordinate with the SRO assigned there, and shall ensure that administration and staff cooperate, to the extent allowed by law, with law enforcement investigations and any subsequent actions related to crimes or criminal activities on USD 457 properties.
5. Principals of the USD 457 schools to which SROs are assigned may complete an annual evaluation of the Program and, along with the Program supervisor, contribute to the annual performance evaluation for the SRO assigned to their respective schools.
6. USD 457 will reimburse the City, as billed quarterly at the off-duty hourly rate of each respective SRO, for SROs' attendance at USD 457's request at school- sponsored or related meeting or activities outside SROs' normal work hours.
7. USD 457 will provide, at its expense, the following resources, equipment, and supplies to each SRO:
 - a. Office and filing space that is private and may be secured;
 - b. Basic office supplies, including paper, pens, copying, and printing services;
 - c. Computer equipment, access to the internet, and a USD 457 email account;
 - d. A USD 457 identification badge with district-wide access, as well as a grand master key for all USD 457 properties and facilities;
 - e. A telephone with a private extension;
 - f. A school radio; and

- g. A designated parking space.

III. CHAIN OF COMMAND AND ENFORCEMENT PROCEDURES

A. Chain of Command

SROs are under the direction of the GCPD Chief of Police. SROs report to the GCPD Community Response Sergeant, who in turn reports to a GCPD Lieutenant and the Patrol Division Commander. Each SRO will collaborate and consult with their assigned school's administrators on a daily basis. However, SROs' ultimate responsibility is to carry out their duties as officers of the GCPD, as expressed and interpreted through their chain of command.

B. Enforcement Procedures

1. SROs have decision-making authority regarding enforcement within the school, on school grounds, at school sponsored events, and other locations in which students are involved.
2. Arrests, interrogations, or interviews with USD 457 students or staff shall be carried out in a manner that is consistent with the SRO's best judgement, legal requirements, and applicable GCPD policies and procedures, along with USD 457's board policies.
3. Any enforcement actions taken by SROs on school grounds should be as non-intrusive as possible and should foster an ongoing, long-term relationship between USD 457 and GCPD. Whenever possible, SROs will consider the interests of all concerned parties, including those of school administrators, when deciding on a course of action in a particular situation.
4. When practicable, an SRO will advise the respective school principal or administrator prior to taking enforcement action on school grounds, subject to the SRO's duties under the law. Otherwise, the SRO will notify the respective school principal or administrator as soon as practicable after any action is taken.

C. Dedicated to School

During the school year, SROs will devote at least 75% of their work hours to the school where assigned.

D. Training and Re-certification

Notwithstanding assignment to the Program, SROs are subject to all applicable GCPD training and qualification requirements.

IV. TERM

Subject to annual appropriations by the City and all provisions of the Kansas Cash Basis Law (K.S.A. 10-1112 and 10-1113), the term of this Agreement shall be from August 1, 2024 through May 31, 2025, and will automatically renew annually on August 1st of each successive year, unless one of the parties notifies the other in writing of its desire to cancel at least 30 days before May

31st of the then-current year.

V. LIABILITY AND INDEMNIFICATION

Neither party shall be liable for any damages incurred by the other party in connection with this Agreement, nor shall they be required to defend, hold harmless or indemnify the other party for any acts or omissions. The liability of both parties is defined under the Kansas Tort Claims Act (K.S.A.75-6101, *et seq.*)

VI. MISCELLANEOUS

- A. In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.
- B. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter contained herein and supersedes all prior agreements concerning the same subject matter, whether written or oral. This Agreement may be modified at any time by a writing signed by both parties.

CITY OF GARDEN CITY, KANSAS

8-5-2025
Date

ATTEST:

Celyn N. Hurtado
Celyn N. Hurtado, City Clerk



By: Roy Cessna
Roy Cessna, Mayor

GARDEN CITY POLICE DEPARTMENT

05 AUG 2025
Date

By: Courtney E. Prewitt
Courtney E. Prewitt, Chief

BOARD OF EDUCATION,
UNIFIED SCHOOL DISTRICT NO. 457,
FINNEY COUNTY, STATE OF KANSAS

Date

By: _____
Randy Ralston, President

ATTEST:

Jennifer Ramos, Clerk of the Board

To: Board of Education
Thru: Josh Guymon, Superintendent
From: Drew Thon, Deputy Superintendent - HR
Date: August 7, 2025
Re: Staff Update

ISSUE

Over the past decade, we've seen a dramatic shift in the teacher candidate pool, increased challenges in retaining staff, and a wave of retirements from the baby boomer generation. As a result, we come before you each year to provide a staffing update, giving the Board a clear understanding of our current situation and needs as we head into the new school year.

BACKGROUND

At our upcoming Board meeting, I will be providing an update on our current staffing situation as we head into the 2025-26 school year. Like many districts across the state and nation, we continue to face challenges in filling key certified positions, but have been improving our position drastically over the past two years.

In addition to staffing gaps, I'll also provide an overview of our recruiting plan, trends in candidate pools, retention of returning staff, and substitute overview.

ALTERNATIVES

None

RECOMMENDATION

None

FISCAL NOTE

None

ATTACHMENT

None



Drew Thon, Deputy Superintendent
1205 N Fleming St.
Garden City, KS 67846
mthon@gckschools.com
(620) 805-7020

Sincerely,

A handwritten signature in black ink that reads "Michael D. Thon". The signature is fluid and cursive, with the first name "Michael" and last name "Thon" clearly legible, and a middle initial "D".

Drew Thon
Deputy Superintendent
USD 457 Human Resources



TO: Garden City Public Schools- USD 457 Board of Education
THRU: Mike Muirhead, Public Works & Utilities Director
FROM: Tyler Patterson, Public Works Operations Manager
Date: July 22, 2025
RE: East Side Pedestrian Pathway Project; ROW/Easement Request

Roy Cessna
Mayor

Tom Nguyen
Commissioner

Bryce Landgraf
Commissioner

Manuel F. Ortiz
Commissioner

Troy R. Unruh
Commissioner

Matthew C. Allen
City Manager

ISSUE:

The USD 457 Board of Education is asked to consider and approve the East Side Pedestrian Pathway Project: ROW/Easement Request.

BACKGROUND:

In 2023, the City received a \$1.5 million grant from the Kansas Department of Transportation (KDOT) towards a \$3.6 million "East Side Pedestrian Pathway Project". The project consists of connecting the Talley Trail from the Garden City Community College (GCCC) with the east side of US 83/ 400 (Bypass) and filling gaps in the pedestrian/bicycle infrastructure throughout the City's east side, completing a loop north to the Kansas Avenue trail system. This includes constructing a signalized crossing at Spruce and the Bypass and widening the sidewalk along Spruce Street between the bypass and Jennie Barker Road. This widening of the sidewalk includes in front of Victor Ornelas Elementary. The school's entrances will also be reconstructed to meet the Americans with Disabilities Act -(ADA) compliant slopes across the entire new trail width. The construction of these improvements will be sequenced to be closed one at a time during construction. Pedestrian detours will be provided to maintain access for children walking to and from the Wilson Addition neighborhood. Seven feet of additional right-of-way and a temporary construction easement (TCE) are requested to accommodate the widening. City and USD staff met in 2024 to look at and discuss the proposed improvements, impacts to irrigation, traffic operations, and right-of-way (ROW) needs. Since then, plans have been completed, right-of-way and easement documents have been prepared, and are presented to the Board for consideration.

ALTERNATIVES:

1. The Board of Education may approve the ROW/TCE request.
2. The Board of Education may deny the ROW/TCE request and propose something other than what is presented.

RECOMMENDATION:

The City of Garden City recommends Alternative 1.

FISCAL NOTE:

There is no fiscal impact on Garden City Public School- USD 457.

City Administrative
Center

301 N. 8th

P.O. Box 998

Garden City, KS 67846

620-276-1160

www.garden-city.org

Existing Property Lines in PINK
New Right of Way in GREEN ~ 7392 SF
Temporary Easement for Construction in ORANGE ~ 6613 Sq. Ft.

**WILSON
& COMPANY**

800 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO 64131
PHONE: 816-701-3100
FAX: 816-942-3013
www.wilsonco.com

CONSULTANTS

OFFICE CHECK PLANS
NOT FOR
CONSTRUCTION

SEAL

ST NAME
CITY OF GARDEN CITY
FINNEY COUNTY
EAST SIDE PEDESTRIAN
IMPROVEMENTS

PROJECT NAME

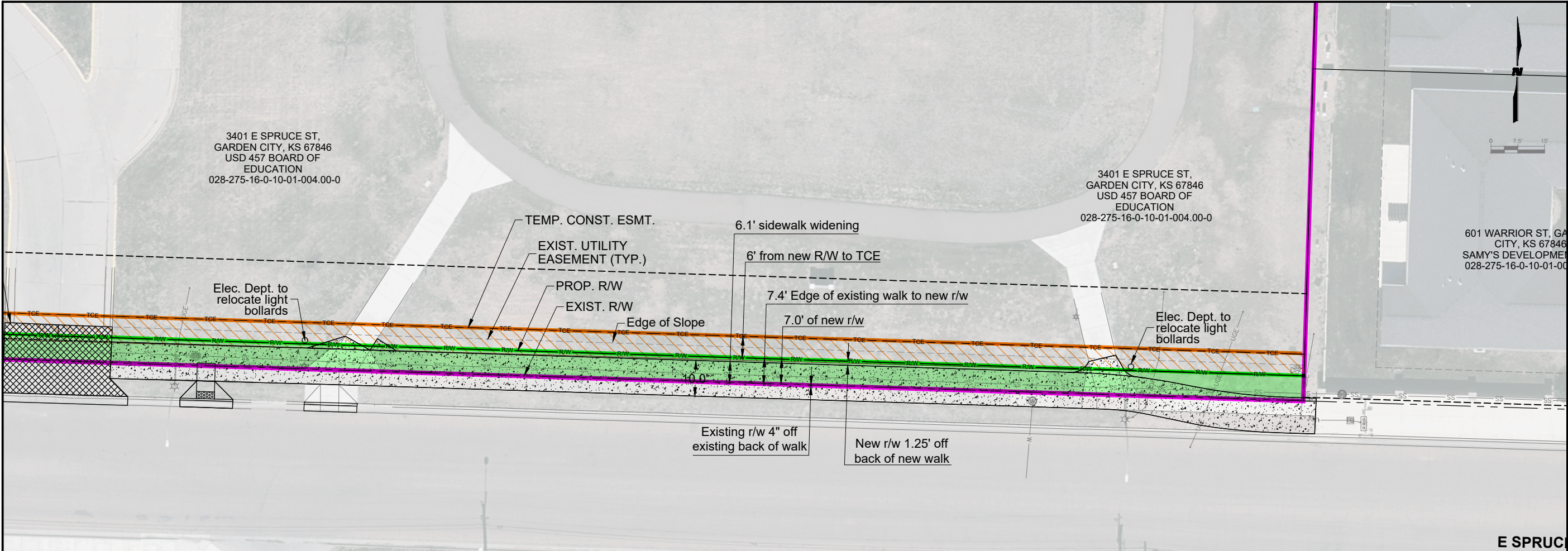
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PROJECT NO:	GC22-011
DESIGNED BY:	DLH
DRAWN BY:	DLH
CHECKED BY:	DJM
DATE:	4/5/24

SHEET TITLE

RIGHT OF WAY
EXHIBIT
3401 Spruce

SHEET NO:



WILSON

& COMPANY

800 EAST 101ST TERRACE, SUITE 200

KANSAS CITY, MO 64131

PHONE: 816-704-3100

FAX: 816-942-3013

www.wilsonco.com

CONSULTANTS

OFFICE CHECK PLANS
NOT FOR
CONSTRUCTION

PROJECT NAME
CITY OF GARDEN CITY
FINNEY COUNTY
EAST SIDE PEDESTRIAN
IMPROVEMENTS

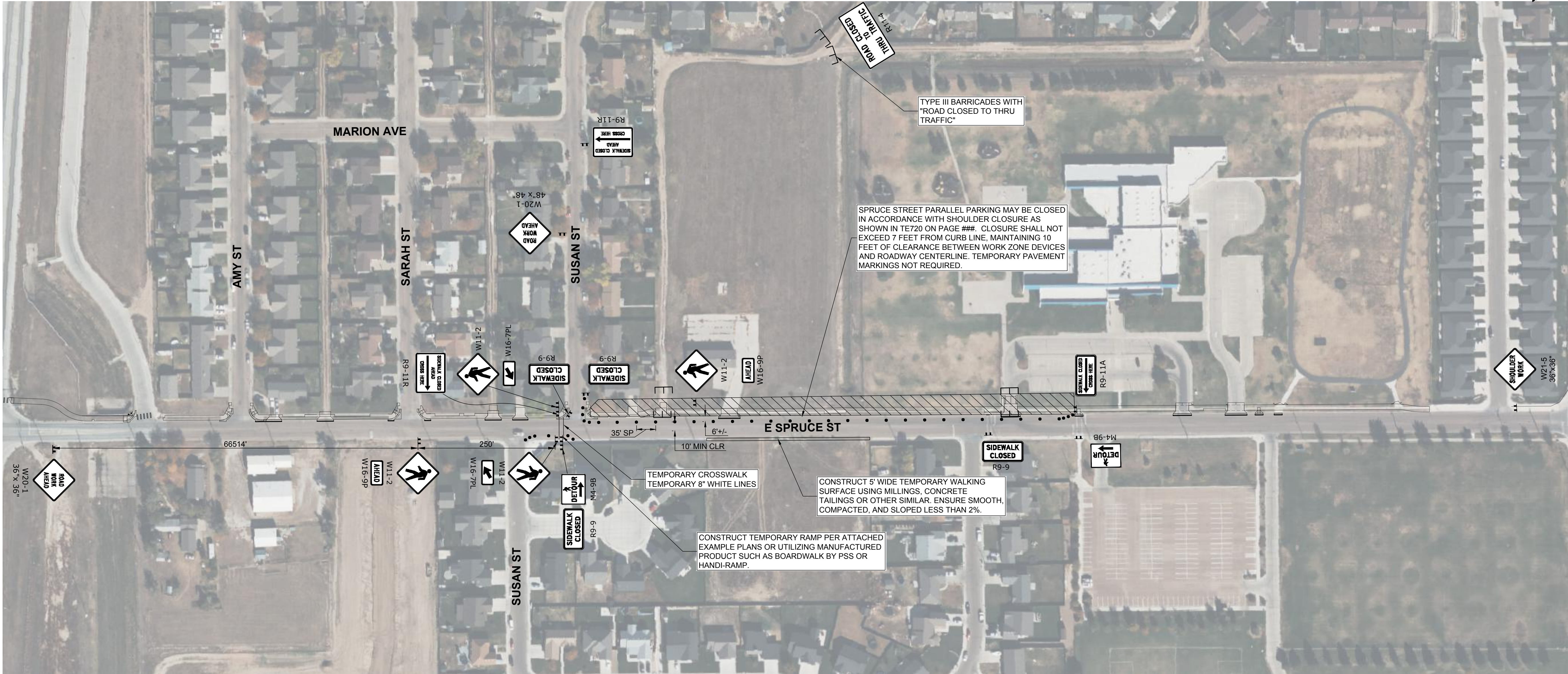
REV.	DATE	DESCRIPTION	BY

PROJECT NO: GC22-011
DESIGNED BY: DLH
DRAWN BY: DLH
CHECKED BY: DJM
DATE: 4/1/24

SHEET TITLE
RIGHT OF WAY
EXHIBIT
3401 Spruce

SHEET NO:

c:\Users\ldhotson\AppData\Local\Bentley\projectwise\wci_projects\0701125\22106331-PL-MOT-SPRUCE-SEQ3.dwg 1/10/2025



GENERAL NOTES

- a. TRAFFIC CONTROL SHALL MEET KDOT & MUTCD STANDARDS.
b. E. SPRUCE STREET SPEED LIMIT 30 MPH

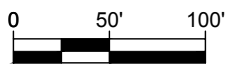
LEGEND

- PEDESTRIAN CHANNELIZER / BARRICADE
TYPE III BARRICADE (WITH LIGHTS ON END BARRICADES)
CHANNELIZING DEVICE
TRAFFIC CONTROL SIGN
SEQUENCE

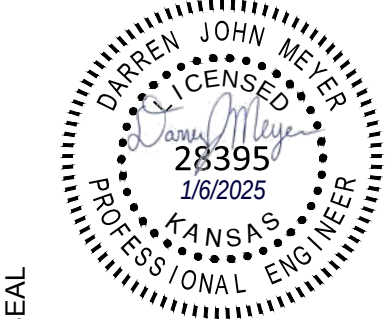
SPRUCE STREET EAST SIDEWALK CLOSURES SHALL BE SEQUENCED AS SHOWN. THEY MAY NOT BE OVERLAPPED. SEQUENCE 1 MAY OVERLAP WITH US83 INTERSECTION AND SPRUCE STREET WEST WORK.
ALL PRIVATE DRIVEWAYS SHALL BE REMOVED AND RE-OPENED WITHIN 7 DAYS.

CONTRACTOR SHALL COORDINATE WITH SOLID WASTE DEPARTMENT TO SCHEDULE AND PERFORM ALLEY CLOSURES SUCH THAT SOLID WASTE CAN ACCESS ALLEYS, OR RELOCATE DUMPSTERS TO STREETS IF SO REQUESTED.

E. SPRUCE STREET SEQUENCE 3
TRAFFIC CONTROL



CITY OF GARDEN CITY
FINNEY COUNTY
EAST SIDE PEDESTRIAN
IMPROVEMENTS



CONSULTANTS

SEAL

PROJECT NO:	PW2302-02
DESIGNED BY:	DLH, SLS
DRAWN BY:	TAW, DLH
CHECKED BY:	DJM, AMS
DATE:	1/10/25

SHEET TITLE

TEMPORARY
TRAFFIC CONTROL
PLAN

SHEET NO:

120

**WILSON
& COMPANY**

800 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO 64131
PHONE: 816-701-3100
FAX: 816-942-3013
www.wilsonco.com

c:\Users\dlhanson\AppData\Local\Bentley\projectwise\wci_projects\0701125\22106331_PL_MOT-SPRUCE-SEQ4.dwg 1/10/2025



GENERAL NOTES

- a. TRAFFIC CONTROL SHALL MEET KDOT & MUTCD STANDARDS.
- b. E. SPRUCE STREET SPEED LIMIT 30 MPH

LEGEND

- PEDESTRIAN CHANNELIZER / BARRICADE
- TYPE III BARRICADE (WITH LIGHTS ON END BARRICADES)
- CHANNELIZING DEVICE
- TRAFFIC CONTROL SIGN
- SEQUENCE

SPRUCE STREET EAST SIDEWALK CLOSURES SHALL BE SEQUENCED AS SHOWN. THEY MAY NOT BE OVERLAPPED. SEQUENCE 1 MAY OVERLAP WITH US83 INTERSECTION AND SPRUCE STREET WEST WORK.

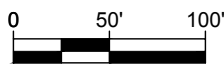
ALL PRIVATE DRIVEWAYS SHALL BE REMOVED AND RE-OPENED WITHIN 7 DAYS.

CONTRACTOR SHALL COORDINATE WITH SOLID WASTE DEPARTMENT TO SCHEDULE AND PERFORM ALLEY CLOSURES SUCH THAT SOLID WASTE CAN ACCESS ALLEYS, OR RELOCATE DUMPSTERS TO STREETS IF SO REQUESTED.

SEQUENCE 4 SHALL TAKE PLACE ONLY DURING THE SCHOOL DISTRICT SUMMER, MAY 27TH THROUGH AUGUST 8TH, 2025. NO WORK SHALL TAKE PLACE PRIOR TO MAY 27TH, 2025 AND NO WORK SHALL TAKE PLACE AFTER AUGUST 8TH, 2025. PROJECT LIQUIDATED DAMAGES SHALL APPLY FOR ANY CLOSED DRIVEWAYS OR SIDEWALKS WITHIN SEQUENCE 4 OUTSIDE THIS WINDOW.

To be updated for next year, maybe spring break

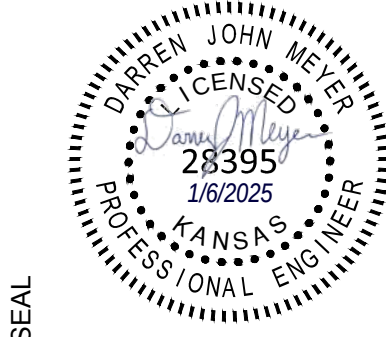
E SPRUCE STREET SEQUENCE 4 TRAFFIC CONTROL



WILSON & COMPANY

800 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO 64131
PHONE: 816-701-3100
FAX: 816-942-3013
www.wilsonco.com

CONSULTANTS



SEAL

CITY OF GARDEN CITY
FINNEY COUNTY
EAST SIDE PEDESTRIAN IMPROVEMENTS

PROJECT NAME

REV.	DATE	DESCRIPTION	BY

PROJECT NO: PW2302-02
DESIGNED BY: DLH, SLS
DRAWN BY: TAW, DLH
CHECKED BY: DJM, AMS
DATE: 1/10/25

SHEET TITLE

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO:

121

RECORDING INFORMATION

QUITCLAIM DEED

[BY DONATION]

BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. 457, FINNEY COUNTY, STATE OF KANSAS, a Kansas unified school district, *Grantor*

QUITCLAIMS TO

CITY OF GARDEN CITY, KANSAS, a Kansas municipal corporation, *Grantee*

ALL OF THE FOLLOWING described REAL ESTATE in the County of FINNEY and the State of KANSAS, to-wit:

As legally described and depicted on Exhibit A, which is attached hereto and is hereby incorporated by reference as if fully set forth herein.

FOR THE SUM OF **Zero Dollars (\$0.00)** as a contribution, without monetary consideration.

EXCEPT AND SUBJECT TO: oil and gas leases, easements, restrictions, covenants, reservations, and rights-of-way of record, if any.

NOTHING IN THIS DEED OR ITS EXHIBIT shall be construed, expressly or by implication, to reserve or otherwise create any reversionary interest in Grantor or any successor-in-interest thereto or to impose or otherwise create any condition, restriction, or limitation upon Grantee's use of the real estate.

IN THE EVENT THAT THE SUBDIVISION REGULATIONS OF GARDEN CITY, KANSAS require replatting of the real estate due to this conveyance, and this conveyance alone, constituting the subdivision of property, Grantee shall be responsible for and shall bear the expense of accomplishing such replatting. Pending finalization of any such replatting, Grantee agrees to waive and shall not enforce the provisions of Section 70-2:1.060 of said regulations against that portion of Grantor's real estate remaining on the same subdivision lot as the real estate conveyed herein, which pertain to the prohibition on the issuance of building permits, zoning permits, and certificates of occupancy for land that has been subdivided without a replat.

DATED this _____ day of _____, 20____.

[EXECUTIONS AND ACKNOWLEDGEMENT APPEAR ON NEXT PAGE]

THE BOARD OF EDUCATION OF UNIFIED SCHOOL
DISTRICT NO. 457, FINNEY COUNTY, STATE OF
KANSAS

By _____
RANDY RALSTON, President

ATTEST:

JENNIFER RAMOS, Board Clerk

STATE OF _____)
COUNTY OF _____) ss.

THIS INSTRUMENT was acknowledged before me on the _____ day of _____, 20__ by RANDY RALSTON and JENNIFER RAMOS, as President and Board Clerk, respectively, of THE BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. 457, FINNEY COUNTY, STATE OF KANSAS, a Kansas unified school district.

Signature: _____
[Notary Public]
Name: _____
[Printed or Typed]
My Appointment Expires: _____

The Real Estate Sales Validation Questionnaire shall not apply to this transfer pursuant to subsections (a)(4) and (13) of K.S.A. 79-1437e.

AFTER RECORDING RETURN TO:

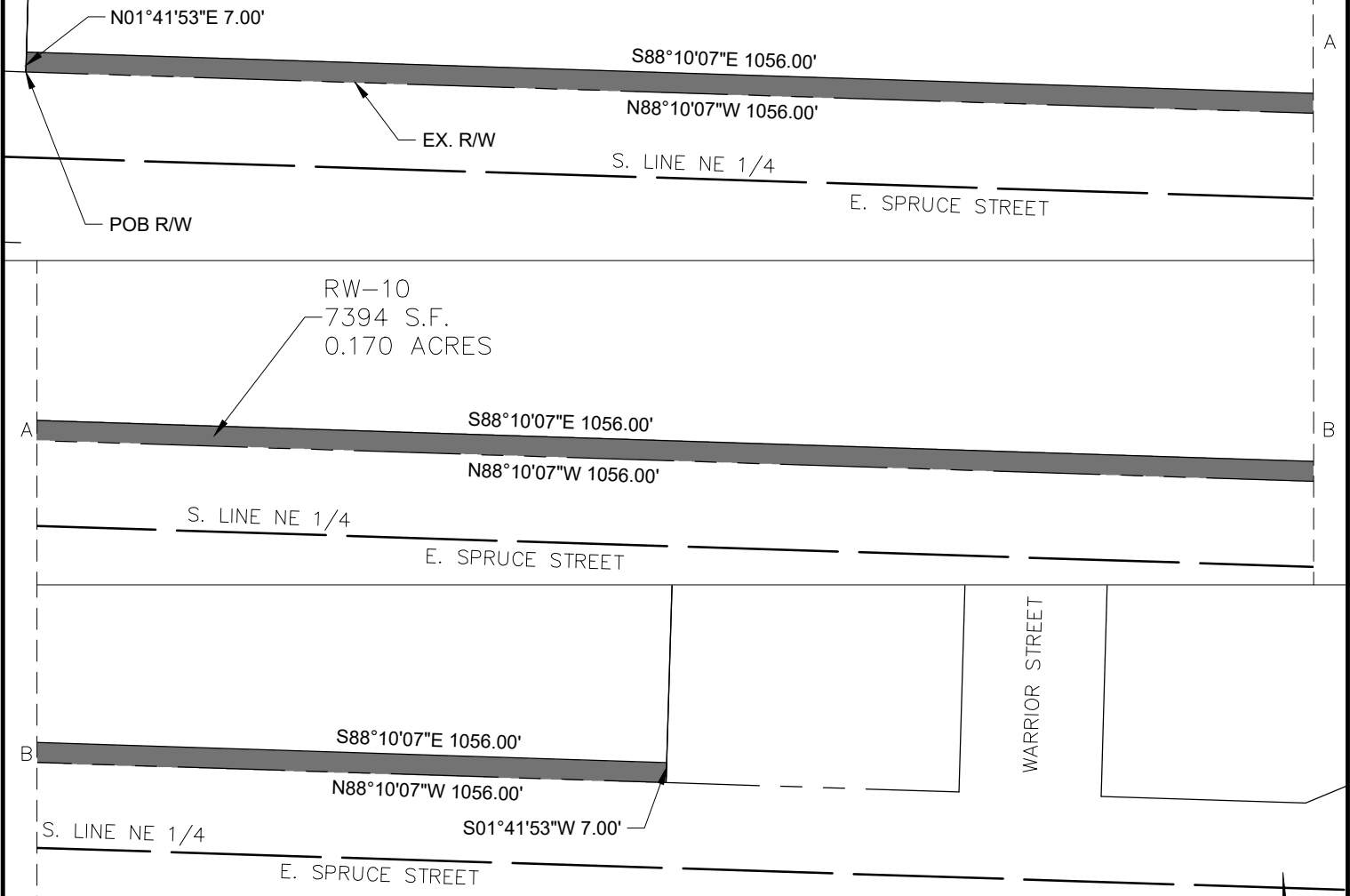
Doering, Grisell & Cunningham, P.A.
312 N. 8th Street, Suite A
Garden City, Kansas 67846

MAIL PROPERTY TAX STATEMENTS TO:

City of Garden City, Kansas
P.O. Box 998
Garden City, Kansas 67846

3401 E SPRUCE ST,
GARDEN CITY, KS 67846
USD 457 BOARD OF EDUCATION
028-275-16-0-10-01-004.00-0

LOT 1, BLOCK 1
MAYO EAST ADDITION



LEGEND

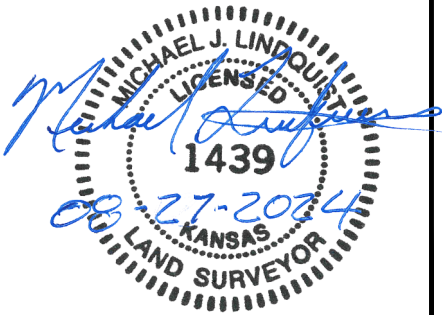
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R/W = RIGHT OF WAY
- ◆ = SECTION CORNER MONUMENT
- = PROPOSED ROW LINE
- - - - - = EXISTING ROAD RIGHT OF WAY LINE
- - - - - = PROPERTY LINE
- = PROPOSED ROW
- = PROPOSED TCE

WCI

NOTES

THIS EXHIBIT DOES NOT REPRESENT A PROPERTY BOUNDARY SURVEY.
IT IS INTENDED FOR VISUAL PURPOSES ONLY.

BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHEAST 1/4
SECTION S16-T24S-R32E, KANSAS STATE PLANE SOUTH ZONE GRID
BEARING S 88° 10' 07" E.

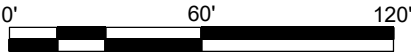


LEGAL DESCRIPTION

A tract of land located in Lot 1, Block 1, Mayo East Addition, City of Garden City, Finney County, Kansas:

Beginning at the Southwest corner of said Lot 1, Block 1:
Thence N 01° 41' 53" E, along the West line of Lot 1, a distance of 7.00 feet;
Thence S 88° 10' 07" E a distance of 1056.00 feet to a point on the East line of Lot 1;
Thence S 01° 41' 53" W, along said East line, a distance of 7.00 feet to the Southeast corner of Lot 1;
Thence N 88° 10' 07" W, along the South line of Lot 1, a distance of 1056.00 feet to the Point of Beginning;

Said tract contains 7,394 square feet, 0.170 acres, more or less.



						SHEET NO: EXHIBIT A		 990 S. Broadway Suite 220 Denver, CO 80209 Phone: 303-297-2976 Fax: 303-297-2693		
						SCALE: 1" = 60'				
						PROJECT NO: 22-100-063-11				
						DRAWN BY: TAW	DATE: 04-29-2024			
						CHECKED BY: MJL	6-5-2024			
1						APPROVED BY: MJL				
NO.	REVISION-DESCRIPTION					BY	DATE	CHK'D	APP'D	RW-10 GARDEN CITY FINNEY COUNTY, KANSAS

M:\SGR\PC\2022\City\Garden City\East Side Ped Improvements\dwg\PM\CCCC-RW.dwg Plotted on: Aug 27, 2024 - 9:04am By: CDW/ika

After Recording, Return To:
Doering, Grisell & Cunningham, P.A.
312 N. 8th Street, Suite A
Garden City, Kansas 67846

RECORDING INFORMATION

TEMPORARY CONSTRUCTION EASEMENT

[BY DONATION]

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set forth, and the benefits to be derived from the expansion of the municipal sidewalk and trail system within the immediate environs of the following described premises, the undersigned grantor, **BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. 457, FINNEY COUNTY, STATE OF KANSAS**, a Kansas unified school district ("GRANTOR"), its successors and assigns, hereby grants to the **CITY OF GARDEN CITY, KANSAS**, a Kansas municipal corporation ("CITY"), its successors, assigns, employees, contractors, consultants, and agents, the temporary right, privilege, and authority to at all times enter, re-enter, occupy, and use the following described real property located in FINNEY COUNTY, KANSAS in order to facilitate all construction activities related or incidental to the expansion of the municipal sidewalk and trail system that is situated within the immediate environs of said real property, including, but not limited to, the transportation, staging, operation, and storage of soil, equipment, machinery, vehicles, construction materials, fill materials, construction waste, and construction debris, in, under, through, over, across, and upon said real property, to wit:

As legally described and depicted on Exhibit 1, which is attached hereto and is hereby incorporated by reference as if fully set forth herein ("Temporary Construction Easement").

THIS TEMPORARY CONSTRUCTION EASEMENT shall include all the rights and privileges therein necessary for the full enjoyment thereof, including the right of ingress and egress.

THIS TEMPORARY CONSTRUCTION EASEMENT SHALL RUN WITH THE LAND.

GRANTOR ACKNOWLEDGES AND AGREES that this Temporary Construction Easement is a benefit to GRANTOR, GRANTOR's real property, and the general public.

THIS TEMPORARY CONSTRUCTION EASEMENT shall be exclusive to CITY and its successors, assigns, employees, contractors, consultants, and agents and the same shall have the sole right to use this Temporary Construction Easement. CITY shall have the right to, at its sole and exclusive option, place or install a fence or similar structure around all or any part of the real property comprising this Temporary Construction Easement and shall have the right to prohibit any person or object, including GRANTOR, from entry into such area during the term hereof. GRANTOR shall not have the right to use the real property comprising this Temporary Construction Easement for any purpose or for any reason during the term hereof. Notwithstanding the foregoing, CITY, through its city manager or any designee thereof, may, at its sole and exclusive option, permit GRANTOR access to enter or use the real property comprising this Temporary Construction Easement. Should such access or use be permitted by CITY, GRANTOR shall comply with any terms, conditions, and restrictions set forth thereby, including, but not limited to, limiting the occasion, location, and type of activities, access, or use. Notwithstanding any of the foregoing, nothing in this paragraph shall be construed to prevent GRANTOR's ingress and egress to and from the real property comprising this Temporary Construction Easement with respect to the sole point of ingress and egress that is existing and established within such area.

GRANTOR SHALL NOT, in any manner, disturb, disrupt, impede, limit, obstruct, or prevent access to or the use of this Temporary Construction Easement by CITY or by any of its successors, assigns, employees, contractors, consultants, or agents. GRANTOR shall not permit or allow any other person, entity or object to diminish CITY's rights hereunder.

GRANTOR AGREES THAT IT SHALL NOT ERECT OR CONSTRUCT any building or other structure over or on the real property comprising this Temporary Construction Easement. The term "structure" shall mean anything constructed or erected, the use of which requires permanent location on the ground or requires attachment to something having a permanent location on the ground. The term "structure" shall include, but not be limited to, a fence, berm, ramp, or retaining wall.

THIS TEMPORARY CONSTRUCTION EASEMENT shall continue until CITY records a written Termination of Easement with the Office of the Register of Deeds of Finney County, Kansas. In no event shall the mere nonuse of this Temporary Construction Easement, for however long, constitute abandonment or termination hereof. The temporary or permanent stoppage of construction or the temporary or permanent clearing or removing of soil, equipment, machinery, vehicles, construction materials, fill materials, construction waste, or construction debris shall not be construed as the abandonment or termination of this Temporary Construction Easement by CITY.

CITY SHALL RESTORE THE SURFACE of any real property comprising this Temporary Construction Easement to the same or substantially the same condition in the event that the surface of any such property is disrupted or damaged by any use authorized by this Temporary Construction Easement. Any such restoration shall occur within a reasonable time following the termination of this Temporary Construction Easement.

CITY SHALL REPAIR OR RESTORE any personal property of GRANTOR, including, but not limited to, any fence that is located within the area comprising this Temporary Construction Easement to the same or substantially the same condition in the event that any such property is relocated or damaged by any use authorized by this Temporary Construction Easement. CITY shall have the right to temporarily remove or relocate any fence located within the area comprising this Temporary Construction Easement, provided that the fence is repaired or restored pursuant to this paragraph within a reasonable time following the termination of this Temporary Construction Easement.

IT IS EXPRESSLY UNDERSTOOD THAT GRANTOR, in granting the uses herein specified, has done so without divesting itself of the use and enjoyment of the real property, subject only to the rights of CITY and its successors, assigns, employees, contractors, consultants, and agents to use the same for the purposes herein specified.

IF ANY SECTION, CLAUSE, SENTENCE, OR PHRASE of this Temporary Construction Easement is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this Temporary Construction Easement.

IN WITNESS WHEREOF, GRANTOR has caused this Temporary Construction Easement to be signed this day of , 20 .

**THE BOARD OF EDUCATION OF UNIFIED SCHOOL
DISTRICT NO. 457, FINNEY COUNTY, STATE OF
KANSAS**

By RANDY RALSTON, President

ATTEST:

JENNIFER RAMOS, Board Clerk

STATE OF _____)
) ss.
COUNTY OF _____)

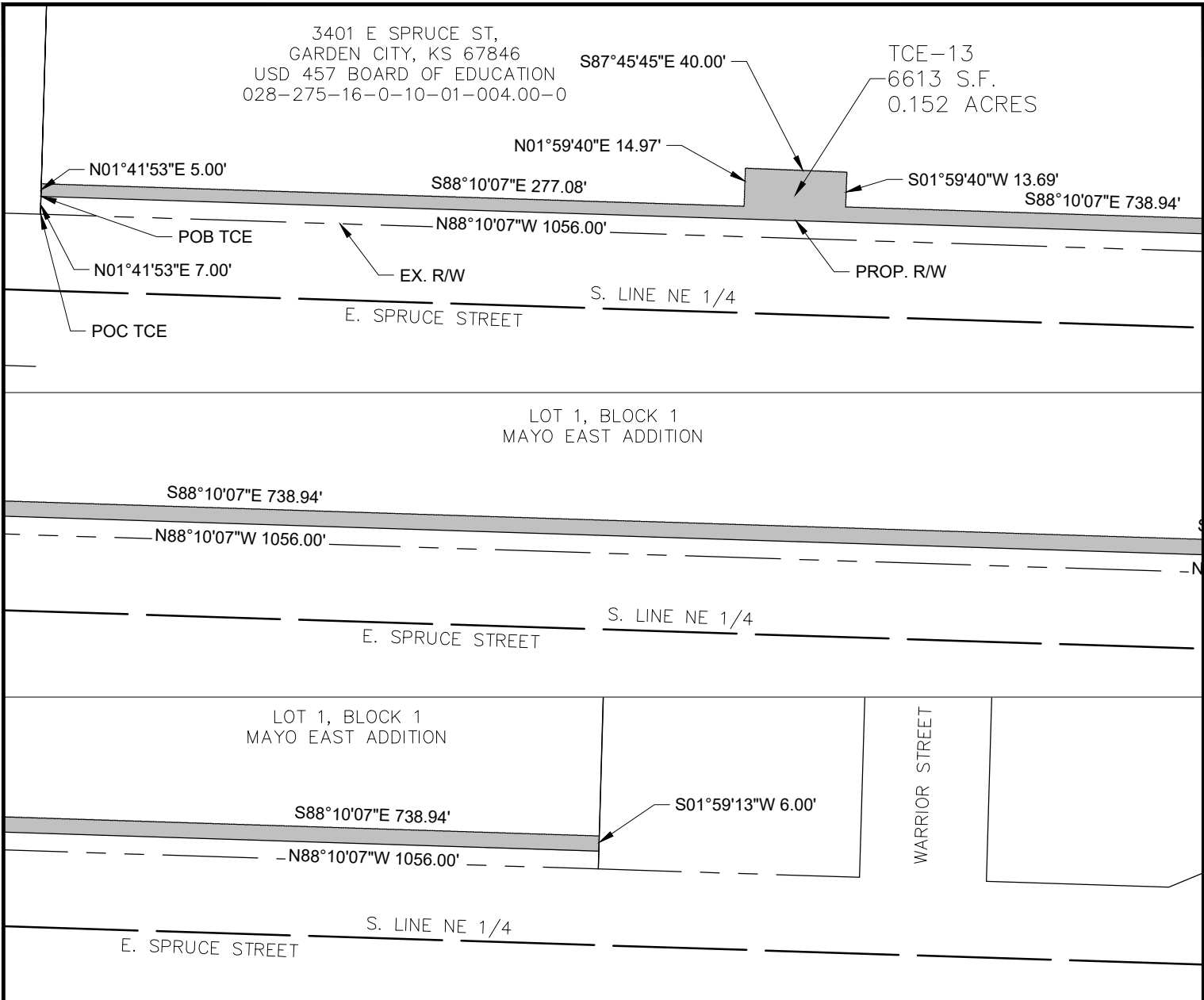
THIS INSTRUMENT was acknowledged before me on the _____ day of _____, 20____ by RANDY RALSTON and JENNIFER RAMOS, as President and Board Clerk, respectively, of THE BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. 457, FINNEY COUNTY, STATE OF KANSAS, a Kansas unified school district.

Signature: _____
[Notary Public]

Name: _____
[Printed or Typed]

My Appointment Expires:

M:\SGR_P\2022\City\Garden City\East Side Ped Improvements\dwg\PWGCC-TCE.dwg Plotted on: Aug 28, 2024 - 12:19pm By: MJ Lindquist



LEGEND

- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R/W = RIGHT OF WAY
- ◆ = SECTION CORNER MONUMENT
- = PROPOSED ROW LINE
- = EXISTING ROAD RIGHT OF WAY LINE
- - - - - = PROPERTY LINE
- = PROPOSED ROW
- = PROPOSED TCE

NOTES

THIS EXHIBIT DOES NOT REPRESENT A PROPERTY BOUNDARY SURVEY.
IT IS INTENDED FOR VISUAL PURPOSES ONLY.

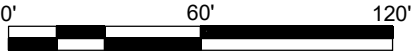
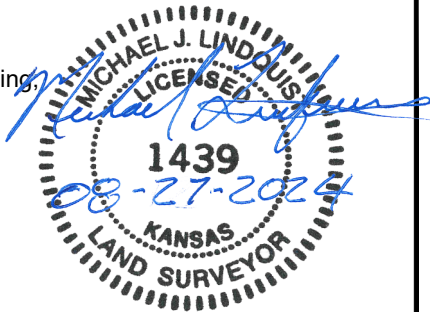
BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHEAST $\frac{1}{4}$ SECTION S16-T24S-R32E, KANSAS STATE PLANE SOUTH ZONE GRID BEARING S 88° 10' 07" E.

LEGAL DESCRIPTION

A tract of land located in Lot 1, Block 1, Mayo East Addition, City of Garden City, Finney County, Kansas:

Commencing at the Southwest corner of said Lot 1, Block 1:
Thence N 01° 41' 53" E, along the West line of Lot 1, a distance of 7.00 feet to the Point of Beginning;
Thence continuing N 01° 41' 53" E a distance of 5.00 feet;
Thence S 88° 10' 07" E a distance of 277.08 feet;
Thence N 01° 59' 40" E a distance of 14.97 feet;
Thence S 87° 45' 45" E a distance of 40.00 feet;
Thence S 01° 59' 40" W a distance of 13.69 feet;
Thence S 88° 10' 07" E a distance of 738.94 feet to a point on the East line of Lot 1;
Thence S 01° 41' 53" W, along said East line, a distance of 6.00 feet;
Thence N 88° 10' 07" W a distance of 1056.00 feet to the Point of Beginning;

Said tract contains 6,613 square feet, 0.152 acres, more or less.



						SHEET NO: EXHIBIT 1		 990 S. Broadway Suite 220 Denver, CO 80209 Phone: 303-297-2976 Fax: 303-297-2693 TCE-13 GARDEN CITY FINNEY COUNTY, KANSAS	
						SCALE: 1" = 60'			
						PROJECT NO: 22-100-063-11			
						DRAWN BY: TAW	DATE: 04-29-2024		
						CHECKED BY: MJL	6-5-2024		
1						APPROVED BY: MJL			
NO.	REVISION-DESCRIPTION					BY	DATE	CHK'D	APP'D

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800 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO 64131
PHONE: 816-701-3100
FAX: 816-942-3013
www.wilsonco.com

CONSULTANTS

SEAL

PROJECT NAME

CITY OF GARDEN CITY
FINNEY COUNTY
EAST SIDE PEDESTRIAN
IMPROVEMENTS

REV.	DATE	DESCRIPTION	BY

PROJECT NO:

PW2302-02

DESIGNED BY:

DLH, SLS

DRAWN BY:

TAW, DLH

CHECKED BY:

DJM, AMS

DATE:

12/31/24

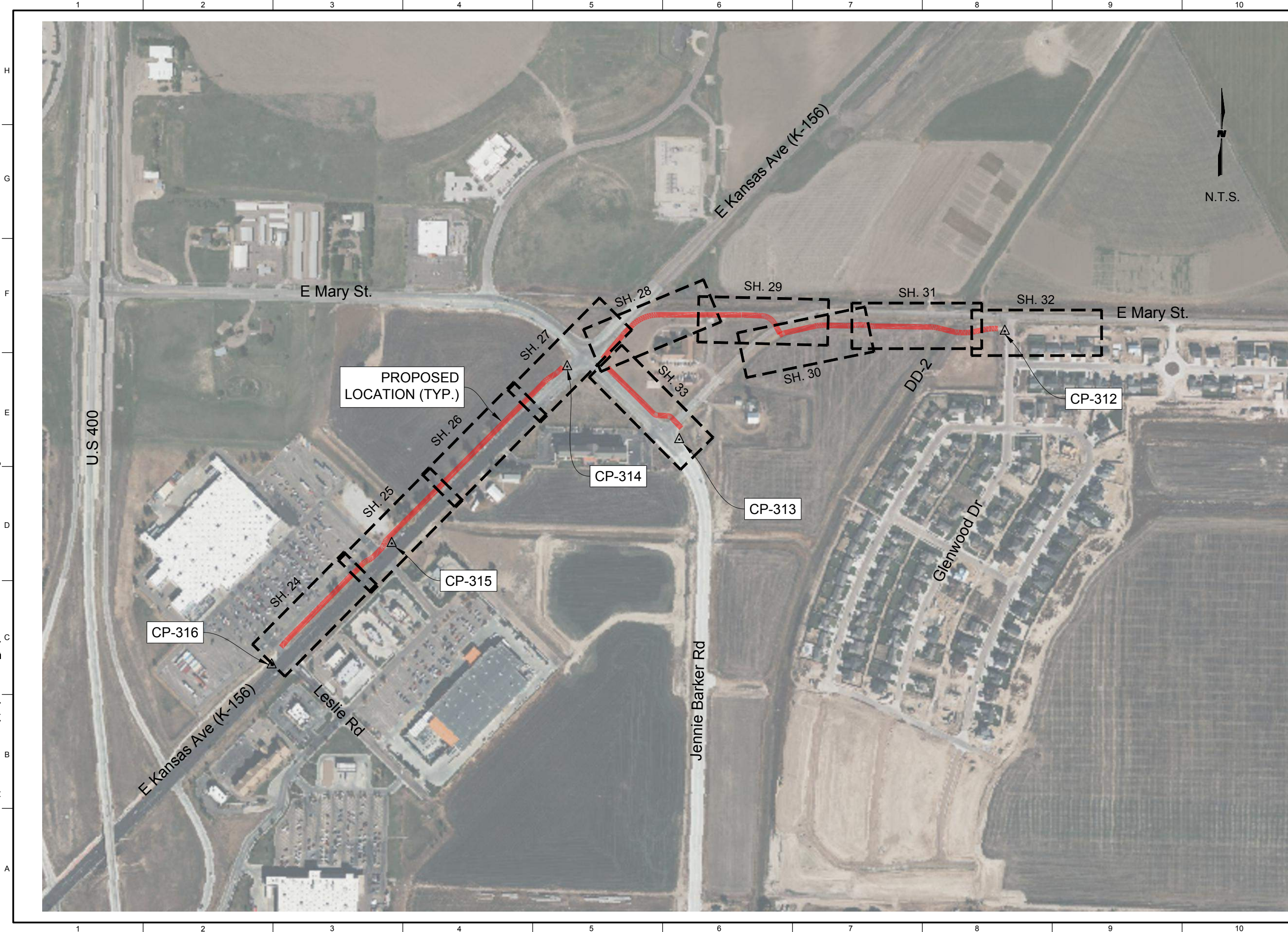
SHEET TITLE

GENERAL LAYOUT

SHEET NO:

2

12/31/2024 c:\Users\dlhotson\AppData\Local\Bentley\projectwise\wci_projects\0637820\22106331-GENLAYOUT-02.dwg



**WILSON
& COMPANY**
800 EAST 101ST TERRACE, SUITE 200
KANSAS CITY, MO 64131
PHONE: 816-701-3100
FAX: 816-942-3013
www.wilsonco.com

CONSULTANTS



SEAL

PROJECT NAME
CITY OF GARDEN CITY
FINNEY COUNTY
EAST SIDE PEDESTRIAN
IMPROVEMENTS

REV.	DATE	DESCRIPTION	BY

PROJECT NO: PW2302-02
DESIGNED BY: DLH, SLS
DRAWN BY: TAW, DLH
CHECKED BY: DJM, AMS
DATE: 12/31/24

SHEET TITLE
GENERAL LAYOUT

SHEET NO:
3

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Interim Superintendent
FROM: Brandon Anderson, Director of Plant Facilities
DATE: 07/28/2025
RE: Consider and Act on approving the purchase of Fire Alarm Panel Upgrade at Horace Good Middle School.

ISSUE:

The Fire Alarm Panel at Horace Good has gone out and needs replaced. The company who we work with on our fire alarms and control systems, Johnson Controls, has a panel upgrade available that we need to consider purchasing for \$24,837. This would be considered a single source component as nothing currently in the building would be compatible with any other company's panel.

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

BACKGROUND:

We recently had the panel go out during the timeframe of the construction project on the HVAC but we also had a weekend where we experienced repeated power outages. We do not believe it was caused by the HVAC project.

ALTERNATIVES:

None

RECOMMENDATION:

Approve the purchase of the Fire Alarm Panel Upgrade at a cost of \$24,837 from Johnson Controls.

FISCAL NOTE:

We have funds available within the current budget for custodial equipment.

ATTACHMENTS:

Johns Controls Quote

Fire Alarm Panel Guide



Johnson Controls Fire Protection LP
404 S. Holland
Wichita , KS 67209
(785) 249-3939

Johnson Controls Fire Protection LP Quotation

To:
Garden City USD #457
1205 FLEMING ST
GARDEN CITY, KS 67846-4751

Project: Horace Good Fire Alarm Panel Upgrade - CPQ-90657
Johnson Controls Reference: 650090657
Proposal #: 1
Date: 07/22/2025
Page: 1 of 17

Johnson Controls is pleased to offer for your consideration this quotation for the above project



Back Box retro fit kits & Miscellaneous

QTY	MODEL NUMBER	DESCRIPTION
1	4100-9922	4100ES RETROKT 3 BAY BGE GLS D
1	4100-9926	4100ES RETROKT 3 BAY BGE SLD D
2	2081-9296	BATTERY 50AH
1	SSU00685	CAB DOC STOR 12X13X2 2GB FLASH

PM\Tech Labor

QTY	MODEL NUMBER	DESCRIPTION
	PM LAB	PROJECT/CONSTRUCTION MGMT
	COMM LAB	COMMISSIONING LABOR

Horace Good 4100ES

QTY	MODEL NUMBER	DESCRIPTION
1	4100-9701	ES-PS MSTR CTRLR 2X40
1	41002153	3Bay Glass Dr Pkg Factory Only
1	41007905	FACTORY BUILT-MAIN CONFIGURED
2	4100-2300	EXPANSION BAY (PHASE 10 ONLY)
1	41002163	INDICATOR ONLY 3 BAY SOLID
1	4100-2504	CS GATEWAY W/IP COM 4100 SIDE
6	4100-0632	UTILITY BLOC, 16 TERMINALS
1	4100-3117	MSTR CTLR IDNET2, FACTORY ONLY
2	4100-5450	NAC CARD
3	4100-0644	120V ES-PS PDM HARNESS
2	4100-0634	POWER DISTRIBUTION MODULE 120V
1	4100-1294	LED/SWITCH SLIDE-IN LABEL KIT
3	4100-5131	ES-PS FAN MODULE
1	4100-5401	ES-PS POWER SUPPLY
1	4100-5402	ES-XPS POWER SUPPLY
1	4100-1412	ES NET BASIC AUDIO W/MIC
1	4100-1255	AUDIO IF 3-8 CHANNEL
1	4100-1240	AUX AUDIO INPUT MODULE



1	4100-1280	8 SWITCH, 8 RED LED MODULE
1	4100-3209	8 PT 3A AUX RELAY CARD
2	4100-5116	EXPANSION AUDIO SIGNAL CARD
2	4100-1266	EXPANSION NAC CARD FOR EXP SIG
1	4100-1288	64/64 LED/SWITCH CONTROLLER
2	4100-0011	FACTORY USE ONLY-AUDIO SHIPKIT
12	4100-1279	2 BLANK DISPLAY MODULE
2	4100-2320	AUDIO EXPANSION BAY
2	4100-1329	DIG. 100W AMP,6NAC,120VAC,70V
1	4100-0637	AUDIO BOX TO BOX HARNESS KIT
2	4100-5128	BATTERY DIST TERM MODULE
1	4100-0636	BOX TO BOX HARNESS KIT

Total net selling price, FOB shipping point, \$24,837.00

Scope of Work

Please read the notes below and call if you have any questions.

Contact Information:

Blaine Heble

Electronic Solutions Sales Representative
785-249-3939

blaine.heble@jci.com

Johnson Controls Fire Protection Scope of Work:

This fire alarm system quote includes replacing the existing Simplex 4100+ Fire Alarm Control Panels at Horace Good School. Currently the 4100+ is on end of life status & service repair parts are not available to be purchased through the manufacture. Recent service repairs have provided a power supply as a temporary means to get the Simplex 4100+ system functional.

This quote replaces the existing 4100+ with Simplex 4100ES as described within this Scope of Work. Existing Mapnet Peripheral Devices, such as pull stations, smoke detectors, duct detectors on Mapnet Channels 1 & 2, will be re-connected to new Mapnet cards provided in the new panel configuration.

Material & Labor included as identified:

- ***New 4100 ES Control with Audio***
- ***Confirm device labeling with USD 457 prior to installation***



- **Reconnect all existing Audio, Mapnet, Relay, circuits to new 4100ES**
- **Program Audio Messages to match others in the district that have been previously used**
- **Included Back Box Retrofit kits to fit new ES components to existing 4100+**
- **Included 4100-2504 SafeLink IP Communicator for future IP monitoring if needed**
- **Provide letter as required to City of Garden City Authority Having Jurisdiction**
- **Provide final testing & documentation for newly installed devices**

Electronic pdf Fire Alarm data submittals are included as part of this proposal. Hard copies can be requested & provided for additional cost. Supervision of Installation is included along with final programming & start up of the system. Final record of Completion will be provided upon completion of the project.

Exceptions and/or Clarifications:

Johnson Controls Fire Protection does include repairs to existing panels or peripheral circuits or addressable peripheral devices as referenced above.

THIS PROPOSAL IS BASED UPON ONLY THOSE ITEMS DENOTED BY [X]":

- ☐ Specification section: **NONE**
- ☐ Information from plans Drawing Numbers and Dates: **None**
- ☐ Up to and including addendum: **NONE**
- ☐ Customer provided bill of material
- ☒ Verbal request

THIS QUOTATION INCLUDES ONLY THOSE ITEMS DENOTED BY "[X]":

- ☒ Equipment as listed
- ☐ Demolition of existing fire alarm devices
- ☐ KS State Sales Tax
- ☒ Freight (F.O.B. shipping point)
- ☒ Electronic Shop Drawings
- ☐ PE Sealed Drawings
- ☒ Panel terminations
- ☒ Technical installation support including programming
- ☐ Permit
- ☐ Davis Bacon Wage Rates
- ☐ Inspection Fees
- ☐ Payment/Performance Bonds
- ☒ System Programming
- ☒ Supervision of Installation
- ☒ 1 functional system certification test
- ☐ 1 AHJ test Acceptance Testing
- ☐ 1 10% Re-Test



- ☒ 2 Hours of operation and maintenance training
- ☒ Close out documentation
- ☐ Interface to non-Johnson Controls provided equipment i.e.: HVAC and elevator
- ☒ One year standard warranty
- ☐ Central Station Monitoring
- ☐ AHCA Inspection
- ☐ UL Certification

THIS QUOTATION DOES NOT INCLUDE THE FOLLOWING:

Central Station Monitoring Agreement is not included. A new 4100-3504 IP communicator is included in the configuration, but currently the Simplex 4100+ is monitored by local security panel that transmits alarms & troubles to a monitoring station. Monitoring with the IP communicator will require separate pricing in the future if desired.

Phased Checkout

Cutting, patching, fire caulking or painting

Interface to non-Johnson Controls provided equipment i.e.: HVAC and elevator

Fire watch

No asbestos abatement is identified, expected or included in this contract. All policies and procedures referenced in the specification will be followed as required.

No Lead paint abatement is identified, expected or included in this contract. All policies and procedures referenced in the specification will be followed as required.

Troubleshooting of any existing wiring or devices.

ADDITIONAL NOTES:

If Johnson Controls Fire Protection is awarded this project we will need:

A copy of the "Notice of Commitment"

1. Tax is not included on this quotation. If the project is tax exempt, a signed & completed tax exemption certificate must be included at order time. If the project is not tax exempt, tax will be included on the invoices automatically.

Your P.O. or contract will need to reference this proposal # and amount. This proposal and its terms and condition shall take precedence. Your Purchase Order or contract is subject to review and must be mutually agreeable.

Delays, Costs and Extensions of Time.

Johnson Controls Fire Protection's time for performance of the Work shall be extended for such reasonable time as Johnson Controls Fire Protection is delayed due to causes reasonably beyond Johnson Controls Fire Protection's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent Johnson Controls Fire Protection or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

Quotation is valid for a period of 30 days ONLY unless modified in writing by Johnson Controls Fire Protection.

All work is to be performed during normal Johnson Controls working hours of 8am to 5pm Monday through Friday with the exception of company sponsored holidays unless specifically noted otherwise.



Project: Horace Good Fire Alarm Panel Upgrade - CPQ-90657
Johnson Controls Reference: 650090657
Proposal #: 1
Date: 07/22/2025
Page: 6 of 17

We reserve the right to correct this quote for errors and omissions.

As stated above, Johnson Controls Fire Protection will perform the work pursuant to the attached Terms and Conditions. Should the parties fail to execute a mutually agreeable definitive agreement, all work performed by Johnson Controls Fire Protection on or related to the above captioned project (with the exception of any monitoring services anticipated, which will only be performed pursuant to the unaltered terms and conditions of Johnson Controls standard Monitoring Agreement) will be performed pursuant to the attached Terms and Conditions.

Please indicate your approval of this quotation by signing the last page and returning to my attention as noted below.

Blaine Heble

Electronic Systems Sales

Cell: (785)249-3939

email: blaine.heble@jci.com

IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance.

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Proposal and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized by the parties in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress based billing can also include any services performed on-site or off-site. All invoices will be delivered via Email(), paid via Electronic Funds Transfer and are due Net 30 from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent upon Customer agreeing to these payment and invoicing terms.

Planned Monthly Progress Billing Schedule of Values

Item #	Description	%
1	Deposit	50%
2	Mobilization	10%
3	Engineering	TBD*
4	Material	TBD*
5	Installation	TBD*
6	Commissioning	TBD*

*To be mutually agreed upon in writing at a later date



This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement
☐ YES: Please reference this PO Number: _____

Deposit Invoice accepted (%):

☐ **No** ☐ **Yes**



Offered By: Johnson Controls Fire Protection LP 404 S. Holland Wichita , KS 67209 Telephone: (785) 249-3939 Representative: _____ Email: blaine.heble@jci.com	Accepted By: (Customer) Company: _____ Address: _____ Signature: _____ Title: _____ Date: _____
--	---

TERMS AND CONDITIONS
(Rev. 12.12.24)

1. Deposit, Invoicing and Payments. Customer agrees to pay Company pursuant to the progress-based billing schedule of values set forth in Company's proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Company will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Company progress-based billing can also include any services performed on-site or off-site. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All invoices will be delivered via Email, paid via Electronic Funds Transfer and are due Net 30 days from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount.

Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs services at the premises following suspension, those services shall be governed

by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer.

Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Company and the applicable taxing authorities. If Company is required to pay any such Taxes or other charges, Customer shall reimburse Company on demand. If any such exemption certificate is invalid, then Customer will immediately pay Company the amount of the Taxes, plus penalties and interest. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices may be adjusted by Company prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with federal, state/provincial, and local codes. Any additional services or

equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act).

Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Unless otherwise specified in this Agreement, any inspection (and, if specified, testing) provided under this Agreement does not include any maintenance, repairs, alterations, replacement of parts, or any field adjustments whatsoever, nor does it include the correction of any deficiencies identified by Company to Customer. Company shall not be responsible for equipment failure occurring while Company is in the process of following its inspection techniques, where the failure also results from the age or obsolescence of the item or due to normal wear and tear. This Agreement does not cover systems, equipment, components or PARTS THAT are below grade, behind walls or other obstructions or exterior to the building, electrical wiring, and piping.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are

recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services,

Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, or firefighting materials including without limitation firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged from any of the Covered System(s) and/or during performance of the Services.

13. Occupational Health and Safety/OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in

Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Back charges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and

Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the products for the customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the products.

23 . Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or

otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined.

If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

26. Default. An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

27. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment,

components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

29. Force Majeure; Delays. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly

increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements, or other costs and expenses incurred by Company in connection with the Force Majeure Event.

30. One-Year Claims Limitation; Forum; Choice of Law. Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

31. Assignment. This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this

Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. Software and Digital Services.

Digital Enabled Services. Data. If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos

govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern

with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

36. Electronic Media. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Company may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

37. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

38. Privacy. Company as Processor : Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Company as Controller :** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's

personnel under applicable law, Customer warrants and represents that it has obtained such consent.

39. FAR. Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

40. LICENSE INFORMATION (US SECURITY SYSTEM CUSTOMERS): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501) 618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Fire Alarm Panel Guide



FACP Field Guide Simplex Brands

The following reference guide contains details and information regarding the full line of Simplex brand fire alarm panels. In this guide you will find general information on the panels, data sheets, and bulletins as available.

HOW TO READ THE NUMBER CODES

- 1** = Panel no longer manufactured, parts are NOT available
- 2** = Panel no longer manufactured, parts are in limited supply
- 3** = Panel is currently manufactured and supported

Index of Simplex Panels

PANEL MODEL	FACP GUIDE SHEET	DATA SHEET	BULLETIN(S)	ADDITIONAL INFO
1 2001	Y	Y	Y	
1 2120	Y	Y	Y	SIMPLEX WEB SITE
1 4001	Y	Y	Y	
1 4001 Canadian	Y	Y	N	
1 4002	Y	Y	Y	
1 4004	Y	Y	Y	
1 4005	Y	Y	Y	
3 4006	Y	Y	N	SIMPLEX WEB SITE
3 4007ES	Y	Y	N	SIMPLEX WEB SITE
2 4008	Y	Y	Y	
2 4010	Y	Y	Y	
3 4010ES	Y	Y	Y	
1 4020	Y	Y	Y	
1 4100 Classic	Y	Y	Y	
2 4100 +	Y	Y	N	SIMPLEX WEB SITE
3 4100ES	Y	Y	N	SIMPLEX WEB SITE
2 4100U	Y	Y	Y	SIMPLEX WEB SITE
3 4100U/ES Peripherals and Accessories	Y	Y	Y	SIMPLEX WEB SITE
1 4207 and 4208	Y	Y	N	

PANEL IDENTIFICATION GUIDE



6 Buttons

Available in numerous configurations

PANEL CATEGORY

2

Panel no longer manufactured; parts are in limited supply

PANEL FEATURES

- **Plainly labeled on the front "4100"** (see close-up)
- Addressable panel with conventional capability
- 1,000-point capacity
- Microprocessor-based
- LCD display
- TrueAlarm (MAPNET) compatible

Model: Simplex 4100+ Fire Alarm Control Panel

Mfr: Tyco Fire Protection Products

Type: Addressable Fire Alarm Panel {Conventional Capability}

Field Notes and Considerations: The 4100+ is an addressable panel designed to support up to 1,000 points made up of addressable and conventional circuits. **It was a popular panel in the mid-90's, eventually being replaced by the 4100U.** Typical building type and square footage application is a 3-story building and larger. Some panels may have optional internal DACT for central station monitoring. If AUDIO is installed, seek technical support from the District. The 4100+ panel is also 2120 and 4120 network compatible.

Technology Offerings for the Customer

1. 4100ES Upgrade Kit
2. ADA upgrade for system available using off-the-shelf parts
3. System is expandable to 1,000 points using current of-the-shelf made parts.
4. System expansion requires 4100ES upgrade.
5. Panel replacement recommended with 4100ES.

Services Offerings for the Customer

1. PMA contract up-sell for any system expansions.
2. Fire Alarm Drawing Updates after device replacements.
3. Central Station Monitoring
4. 10% NFPA test for any newly added devices or ZONES.

Information to gather at customer site

1. Record revision of panel software.
2. Is the TROUBLE light on?
3. Can the customer provide existing Fire Alarm Drawings?
4. Record current battery size and date, located on the battery.
5. Are there additional wall boxes with conduit connections to the existing panel?
6. Is it part of a larger fire alarm network/campus?

Tyco Safety Products

Fire Alarm Product Management

Product Bulletin
Bulletin # 01/08/ 04-02

4100/4120 Panels Discontinued

GCC Software Discontinued

Date: January 7, 2004

To: All SimplexGrinnell District Offices

From: Jeff Brooks

Subject: 4100/4120 Panel PIDs Discontinued

Contact: Jeff Brooks, (978) 731-8519 or jebrooks@tycoint.com

As announced during 2003, the 4100-8000 series and 4120-8000 series main panel PIDs and master controller PIDs for new systems sold domestically are being discontinued as of Monday January 12, 2004. The 4100-8901 and 4120-8901 PIDs to support additions to existing panels will remain indefinitely. These PIDs will allow individual modules as well as full cabinets with modules to be ordered for existing legacy systems expansions. Miniplex transponders PIDs 4100-8019 and 4120-8019 for additions to existing voice system will also remain active indefinitely.

At the same time due to the difficulty in obtaining Microsoft Windows 95 Operating System software all software PIDs for new GCC systems will be discontinued. Any new GCC customer requirements should be switched to the IMS software running Windows 2000.

Good Selling,



Jeff Brooks
Large Systems Product Manager

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Jessica Nothern, Chief Financial Officer
DATE: August 6, 2025
RE: FY26 Budget

ISSUE:

The Board of Education will be presented information regarding the FY26 Budget.

BACKGROUND:

Formal action on the FY26 Budget will be August 28th. I will be presenting the proposed/recommended budget at the August 11th meeting. The Code 99 will be sent to the Garden City Telegram the following day, on the 12th and will be published in the paper on Saturday, the 16th. This allows for the required 10-day lapse between publication and Board approval at the Hearings. It is extremely important all questions are answered prior to Tuesday morning before I send to the paper for publication. Feel free to reach out with any questions or concerns.

ALTERNATIVES:

None

RECOMMENDATION:

1. Give any feedback you feel is needed.

FISCAL NOTE:

None until the budget is adopted.

ATTACHMENTS:

None

MEMORANDUM

TO: Board of Education
FROM: Josh Guymon, Interim Superintendent
DATE: 8/6/2025
RE: Election of Delegate and Alternate Delegate for KASB Annual Conference

ISSUE:

The Board of Education is asked to elect a delegate and alternate delegate for Kansas Association of School Boards Annual Conference

BACKGROUND:

The board is asked to elect a delegate and alternate delegate for the Kansas Association of School Boards Delegate Assembly on November 15, 2025 during their annual conference, this policy was originally adopted by the Board of education on 6-15-92.

ALTERNATIVES:

1. Elect a delegate and alternate delegate for the Kansas Association of School Boards Delegate Assembly
2. Do not elect a delegate and alternate delegate for the Kansas Association of School Boards Delegate Assembly

RECOMMENDATION:

No recommendation

FISCAL NOTE:

Not applicable

ATTACHMENTS:

None

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Interim Superintendent
FROM: Jennifer Ramos, Clerk of the Board
DATE: August 6, 2025
RE: Board Committee Assignments

ISSUE:

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

BACKGROUND:

The Board of Education signs up for committees on an annual basis.

ALTERNATIVES:

No other alternatives applicable.

RECOMMENDATION:

That the Board of Education members continue on their current committees or sign up for a new committee as desired.

FISCAL NOTE:

None

ATTACHMENTS:

Board Committee Assignment sign-up sheet.

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

Committee Chair: Jessica Nothern

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

Committee Chair: Monica Diaz

Long Range Facilities Committee (2 meetings - 2 hr)

Committee Chair: Jessica Nothern

Calendar Committee (8 meetings - 1.25 hrs)

Committee Chair: Drew Thon

Curriculum Council/MTSS Committee (monthly - 1hr)

Committee Chair: Heather Stegman/Steve Nordby

District Leadership Team (KESA) (2 meetings minimum)

Committee Chair: Steve Nordby

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

Committee Chair: Roy Cessna

Hall of Fame Committee (1 meeting - 1 hr)

Committee Chair: Roy Cessna

Insurance Committee (2 meetings - 1 hr)

Committee Chair: Jessica Nothern

Meet & Confer Committee (2 meetings - 1 hour)

Committee Chair: Jessica Nothern

Negotiations Team (Several Hours)

Committee Chair: Drew Thon/Jessica Nothern

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

Committee Chair: Casey Wise

Wellness Committee (Meets twice per semester for 1 hour)

Committee Chair: Tracy Johnson

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

Committee Chair: Josh Guymon

Budget Committee (Once a year for 2 hours)

Committee Chair: Jessica Nothern

Committees (Approximate Time Involved)

Auditing Committee

Committee Chair: Jessica Nothern

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

Bilingual/ESL Advisory Committee

Committee Chair: Monica Diaz

Description:

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

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

Long Range Facilities Committee

Committee Chair: Jessica Nothern

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

, plant facilities director, superintendent, cfo and board members

Calendar Committee

Committee Chair: Drew Thon

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

Curriculum Council/MTSS Committee

Committee Chair: Heather Stegman/Steve Nordby

Description: The purpose of this committee is:

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

District Leadership Team

Committee Chair: Steve Nordby

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

Garden City Public Schools Foundation

Committee Chair: Roy Cessna

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

awards and decide the future direction of the Foundation. The Foundation offers the opportunity to enhance the learning environment, increase the effectiveness of instruction and to help strengthen and broaden ties between the schools and community.

Hall of Fame Committee

Committee Chair: Roy Cessna

Description: In 1984 an idea was conceived whereby past graduates of Garden City High School might be honored for their accomplishments. This idea was brought into action in 1985 when the first members of the Garden City High School Hall of Fame were inducted. There currently have been 76 outstanding people that have been inducted into the Garden City High School Hall of Fame. Each year we add two distinguished graduates of Garden City High School to the Hall of Fame. These individuals present positive role models to the graduating seniors as well as to the rest of the student body.

Insurance Committee

Committee Chair: Jessica Nothern

Description: Each year the Insurance Committee reviews our current health insurance package with our consultants, IMA. IMA typically provides recommendations and a cost analysis of any recommended changes that would meet the needs of the district and employees. With the rapidly increasing expenses relating to health insurance, this has been a bigger challenge for the committee to consider. This committee has representation from GCEA, IMA, classified staff, Employee Services Coordinator, CFO, HR, and our benefits specialist.

Meet & Confer Committee

Committee Chair: Jessica Nothern

Description: Each year we meet with classified employee representatives to discuss any issues or concerns across the district. These representatives assemble a list of requests, administration receives and reviews these requests along with discussion from the classified representatives. After negotiations have been completed, this committee meets again to review the list of requests and administration shares approval/denial of these requests and justification for the approvals/denials. This committee has involvement from the following department representatives, 3 from each category for a total of 15 members: Administrative Support Staff - Business Support Staff & Tech, Instructional Support Staff, Maintenance & Operations, Nutritional Services, Transportation. The administration side is

represented by: HR, CFO, Employee Services Director as well as board members.

Negotiations Team

Committee Chair: Drew Thon & Jessica Nothern

Description: Each year we neogtiate with the teacher union, GCEA. There is an annual training that is required by anyone who is serving on the negotiations team. These meetings are typically scheduled during evenings with possible weekends. This can be a lengthy process, that tucipally begins in March/April of every year and ends typically in July, depending on agreement by all parties. There is a statutory requirement to exchange negotiated letters (defining the 5 items of negotiations) by March 31st each year. Prior to the drafting of this letter, administration and the 2 board members who wish to serve on this committee will meet with a handful of principals to review the Negotiated Agreement and discuss items that have caused issues for staff that we would like to modify. This first meeting to discuss and plan should be scheduled in February.

Technology

Committee Chair: Casey Wise

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

Wellness Policy Committee

Committee Chair: Tracy Johnson

Description: The Wellness Policy Committee is the guiding committee for advancing wellness policy for a district or private school. The Wellness Policy Committee establishes the wellness policies for the sponsor by assessing current wellness policy needs, prioritizing policy implementation and

determining action plans for the school year. A Wellness Policy Committee is a team made up of a committed school and community stakeholders from the following stakeholder groups:

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

District Site Council

Committee Chair: Josh Guymon

Description:

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

Budget Committee

Committee Chair: Jessica Nothern

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

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Josh Guymon, Superintendent
DATE: 08/11/2025
RE: Board of Education Stipend

ISSUE:

The board is asked to discuss and vote on granting stipends to board of Education members in the amount of \$500 a year to cover the cost of transportation and supplies

BACKGROUND:

Recent legislation has allowed for board of Educations members to be compensated for their time on the board and there has been interest in looking into a stipend for board members.

ALTERNATIVES:

1. Approve the stipends
2. Do not approve the stipends

RECOMMENDATION:

No recommendation, board discretion

FISCAL NOTE:

\$500 X 7 board members =\$3,500

ATTACHMENTS:

None