GARDEN CITY
PUBLIC SCHOOLS

Regular Board of Education Meeting

Garden City USD 457

Monday, November 9, 2026 - 6:00 PM

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

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

Promise

Garden City Public Schools – Where Everyone Leads

Mission

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

Vision

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

A. **PLEDGE — Students from Edith Scheuerman Elementary School will lead the Pledge of Allegiance.**

B. **SILENT REFLECTION**

Thirty seconds of silent reflection will be observed.

C. **MEETINGS OF NOTE — Four or more Board members may be present at the following:**

- **Board-Faculty meetings:**
  - **Gertrude Walker Elementary School, November 12, 2026, at 7:30 a.m.**
  - **Alta Brown Elementary School, November 17, 2026, at 7:30 a.m.**
  - **Abe Hubert Elementary School, November 17, 2026, at 4:10 p.m.**
  - **Georgia Matthews Elementary School, November 18, 2026, at 4:15 p.m.**
  - **Bernadine Sitts Intermediate Center, November 19, 2026, at 7:30 a.m.**
  - **Jennie Wilson Elementary School, December 7, 2026, at 4:10 p.m.**
  - **Garfield Early Childhood Center, December 9, 2026, at 7:30 a.m.**
  - **Plymell Elementary School, December 10, 2026, at 7:00 a.m.**
- **Strategic Planning Meeting, December 1, 2026, in the Board Room at the Educational Support Center, at 9:00 a.m.**

- **Crystal Apple Awards Banquet, The Refinery, Thursday, November 19, 2026, at 6:30 p.m.**

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

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

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

D.3. Additional meeting of note, Item C., Strategic Planning Meeting, December 1, 2026, in the Board Room at the Educational Support Center, at 9:00 a.m.

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

Public Forum Guidelines

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

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

If you would like to make a public comment during today's meeting, please fill out the public comment form located on the sign-in table and give it to the Clerk of the Board.
To maintain an atmosphere of respect and to allow for the smooth progression of the Board's meetings, citizen input is provided at specific times and according to the following guidelines:
• Complete the public comment form.
• Come to the front of the room when called upon and state name and address.
• Each speaker will be limited to no more than five minutes.
• Board members will listen carefully to the speakers' comments and concerns but will not engage in any discussion/debate with the speakers. Board members may ask questions for clarification.

E.1. Recognition of Crystal Apple Teacher Finalists

E.2. Building Presentation — Edith Scheuerman Elementary School

F. **CONSENT AGENDA**

F.1. Minutes

F.1.a. Minutes of the October 29, 2026, Regular Board of Education meeting.

F.2. Accounts Payable totaling $338,656.00, noting that all major accounts contain adequate balances to meet current obligations.

Reviewers: Katie Cole and Nathan Haeck

F.3. Personnel

F.3.a. Certified

F.3.b. Classified

G. **BOARD REPORTS**

G.1. Graduation Rate

G.2. State Assessments Report

H. **NEW BUSINESS**

H.1. The Board of Education is asked to consider and approve a bid to purchase 130 Two-Way Radios to upgrade from the current radios that are being used across the school district — Command Communications in the amount of $18,492.35. (First read, action requested)

H.2. The Board of Education is asked to consider and approve a contract with The New Teacher Project (TNTP) to work with Victor Ornelas and Alta Brown for Targeted Support for Improvement

(TSI) and Additional Targeted Support for Improvement (ATSI) to ensure subgroups receive high-quality instruction to increase student achievement - TNTP in the amount of $293,379. (First Read, action requested)

H.3. The Board of Education is asked to consider and approve the continuation of Art of Education, an existing curriculum resource — in the amount of $133,966.03, for a seven-year contract extending from May 1, 2027, through May 30, 2034. (First read, action requested)

H.4. The Board of Education is asked to consider and approve professional services for virtual platform migration — Nutanix — in the amount of $43,188.00. (First read, action requested)

H.5. The Board of Education is asked to consider and approve a bid for a new bell/intercom system at Kenneth Henderson Middle School — INAalert — in the amount of $205,401.25. (First Read, action requested)

H.6. The Board of Education is asked to consider and approve Service Order #15, for Alta Brown Elementary School HVAC repairs — GMCN in the amount of $55,000 for design fees. (First read, action requested)

H.7. The Board of Education is asked to consider and approve Service Order #16 for re-roof and envelope repair at the Educational Support Center - GMCN in the amount of $43,750 for design fees. (First read, action requested)

H.8. The Board of Education is asked to consider and approve Service Order #17 for roof repair at Victor Ornelas Elementary School, sections D, E, F and G - GMCN in the amount of $30,200 for design fees. (First read, action requested)

H.9. The Board of Education is asked to consider and approve Service Order #18 for a total HVAC replacement at Garden City Achieve - GMCN in the amount of $60,000 for design fees. (First Read, action requested.)

H.10. The Board of Education is asked to consider and approve the release of a Request for Proposals to design playground expansion at Bernadine Sitts and Charles Stones Intermediate Centers. (First read, action requested)

I. **BOARD OPEN DISCUSSION**

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

J. **NEXT BOARD MEETING**

The next regular meeting of the Board of Education will take place on Monday, December 14, 2026, at 6:00 PM in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.

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

K.1. Personnel matters for non-elected personnel.

L. **ADJOURNMENT**

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Brandy Ochs, Edith Scheuerman Elementary
DATE: November 9, 2026
RE: Edith Scheuerman Board Presentation

ISSUE:

Edith Scheuerman has been scheduled to make a board presentation to the BOE.

BACKGROUND:

Our Student Lighthouse Team will have the opportunity to present to the Board of Education and showcase what makes Edith Scheuerman Elementary a special place to learn and grow. Students will share how our Leader in Me culture is reflected throughout our school. This presentation will give our students a voice and allow them to proudly share their experience as leaders at ES.

ALTERNATIVES:

No other alternatives applicable.

RECOMMENDATION:

No recommendations at this time.

FISCAL NOTE:

At this time there is no fiscal impact for the BOE to consider.

ATTACHMENTS:

https://canva.link/stcgawows5x9wik

Edith Scheuerman Elementary





History of Edith Scheuerman

Committed to Excellence in Education and Community Engagement

Edith Scheuerman Elementary School is named after Edith Scheuerman, a dedicated teacher who consistently sought excellence from herself, her students, and her colleagues. Teaching was her life, and the school's name reflects the respect and recognition she earned within the Garden City, Kansas community.

The school's mascot is the tiger, chosen in honor of Mrs. Scheuerman's beloved pet dog, whom she named Tiger.

The school opened in the fall of 1986, originally serving students in kindergarten through sixth grade and housing programs for hearing-impaired students, D.I. and ESL.



Overview of Edith Scheuerman

Committed to Excellence in Education and Community Engagement

At Edith Scheuerman, we uphold our **core values** of integrity, respect, and teamwork. Our mission is to create a nurturing environment that empowers students to excel academically while fostering a strong sense of community. We believe in developing lifelong learners who are prepared to face future challenges with confidence and resilience.





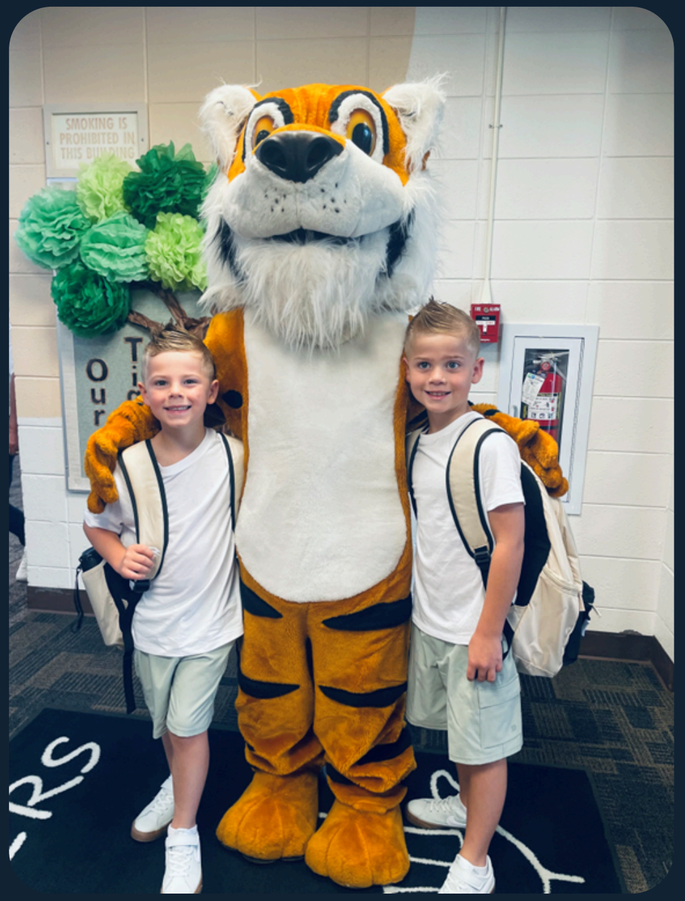


Once a Tiger, always a Tiger!

The Tiger Mascot:

Our Pride and Strength





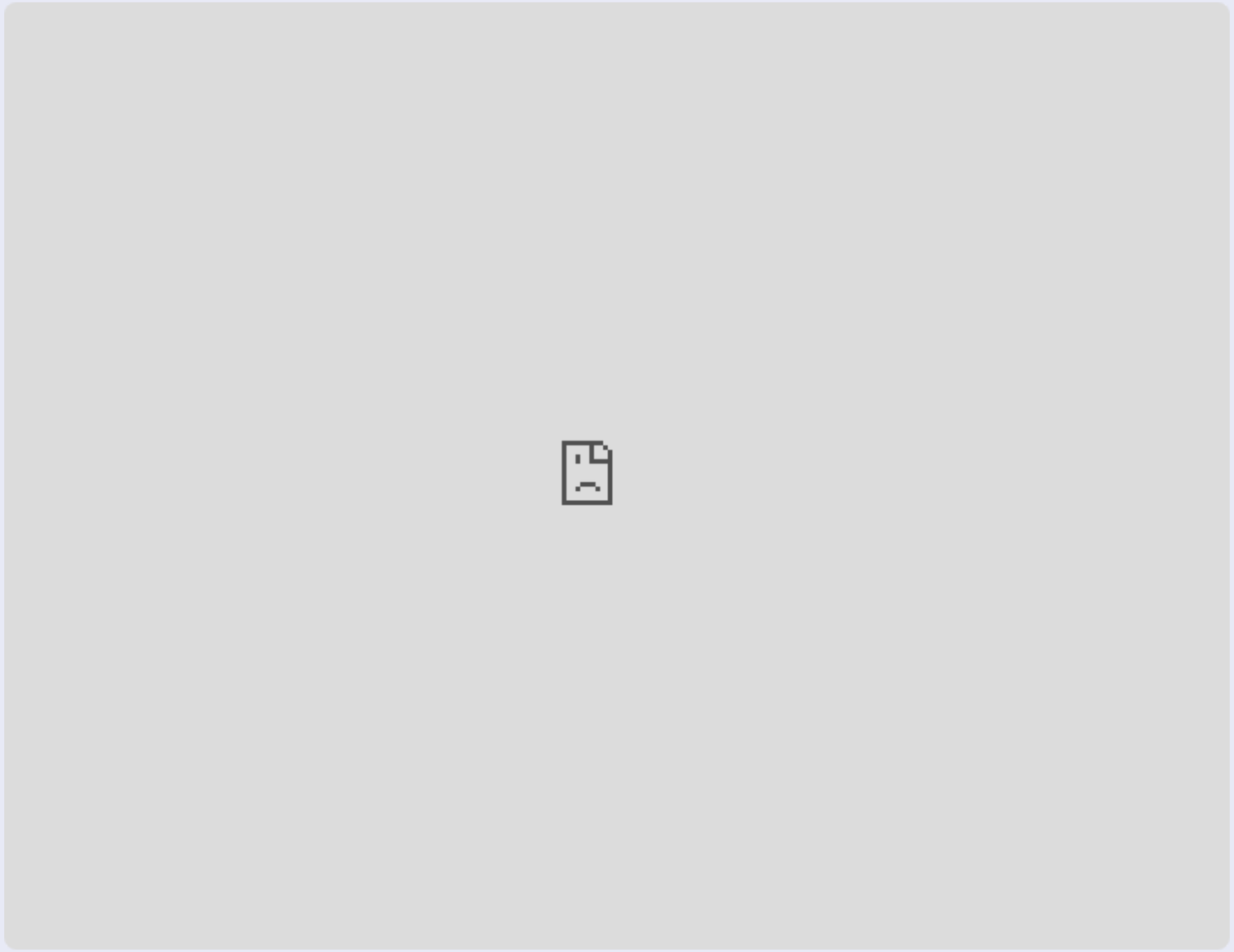
Symbol of Community

The tiger mascot embodies **strength and unity**, inspiring all students.



Our Journey

Our Leader in Me journey at Edith Scheuerman has been a meaningful and empowering experience that helps students grow as confident leaders both in and out of the classroom. By focusing on the Paradigms and 7 Habits, our school encourages responsibility, teamwork, and respect, giving students the tools they need to set goals and make positive choices. It has empowered both staff and students to use their voices and unique geniuses to create positive change within the school and beyond. Teachers and staff model leadership daily, creating a supportive environment where every individual feels valued, heard, and capable of making a difference.



Core Paradigms

At Edith Scheuerman, the core paradigms are our “why.” They are the foundation of our Leader in Me journey.



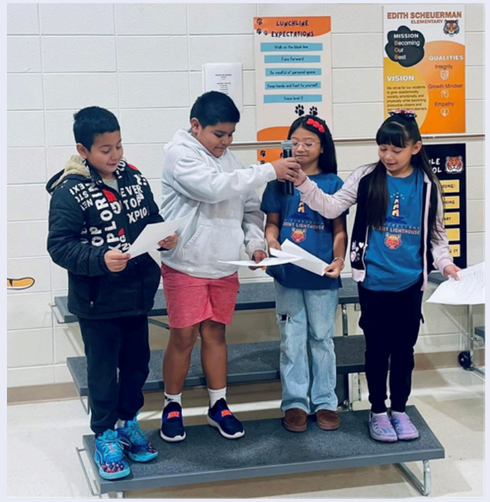


We believe if you want to reach your goals, work on your paradigms.

Paradigm of Leadership

Everyone can be a leader.

Students lead skits throughout the year to teach about kindness and safety.





Student leaders facilitate the daily mindful moment and morning announcements.

Student leaders apply to be an employee at ES Piggy Bank. Applications are reviewed and student leaders are selected. They are trained and report to duty every Tuesday from 7:45 AM to 8:15 PM.



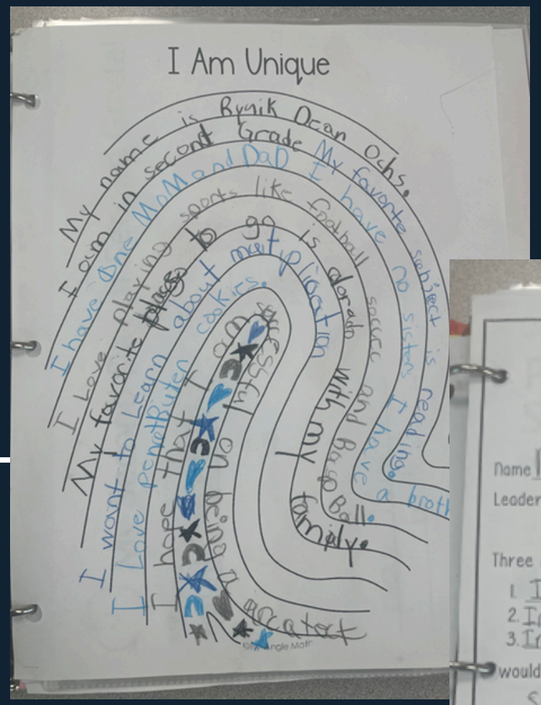
I am a LEADER

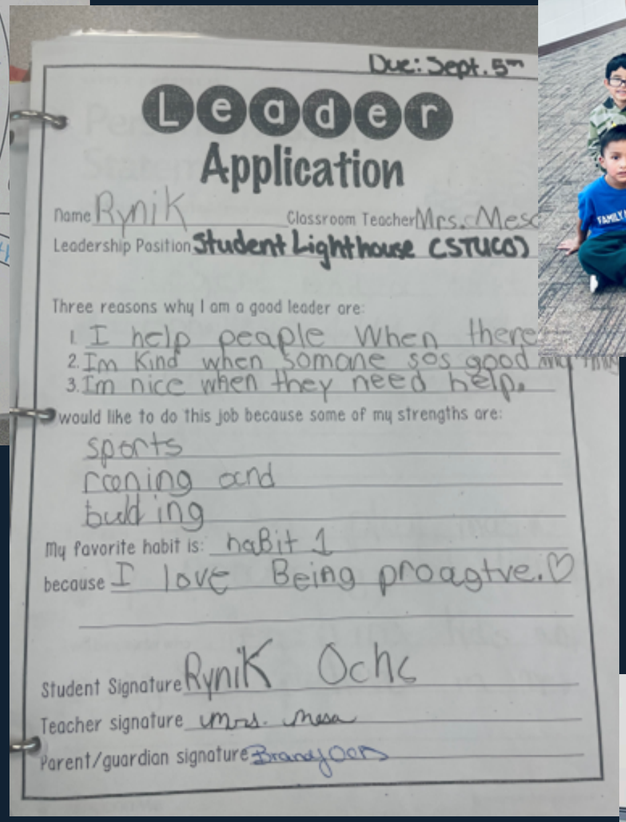


Student leaders support lunch time by monitoring voices and tidying tables.

Paradigm of Potential

Everyone has a genius.







Good News of the Day!

Tiger Families



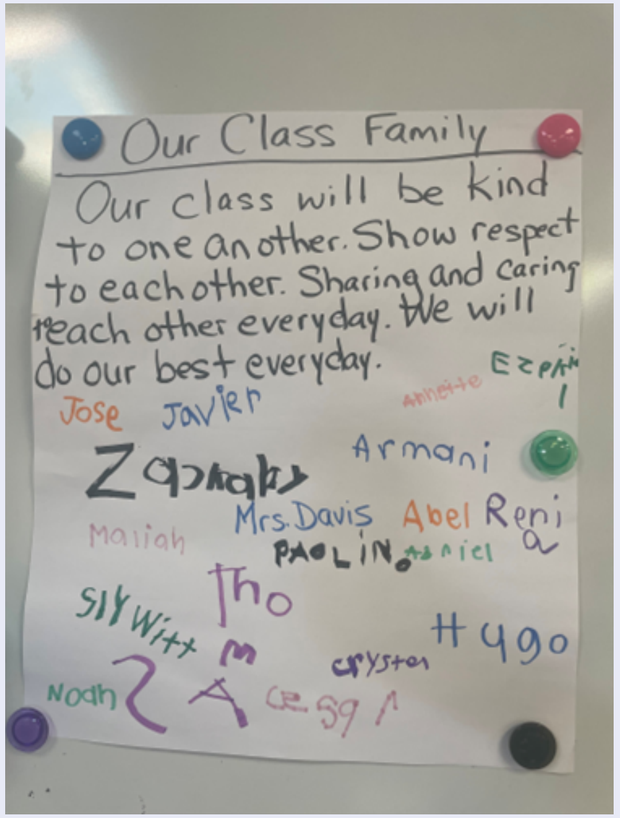
Edith Scheuerman Tigerrific Sign Choir

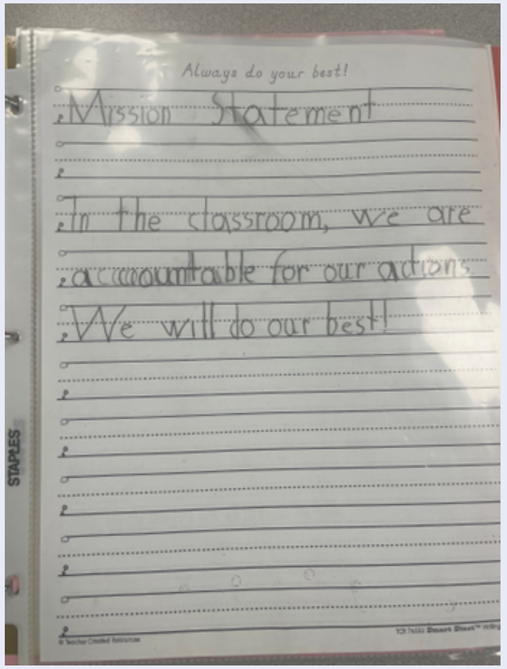


Students identify their genius and complete applications for leadership positions they would like to do within the school.

Paradigm of Change

Change starts with me.







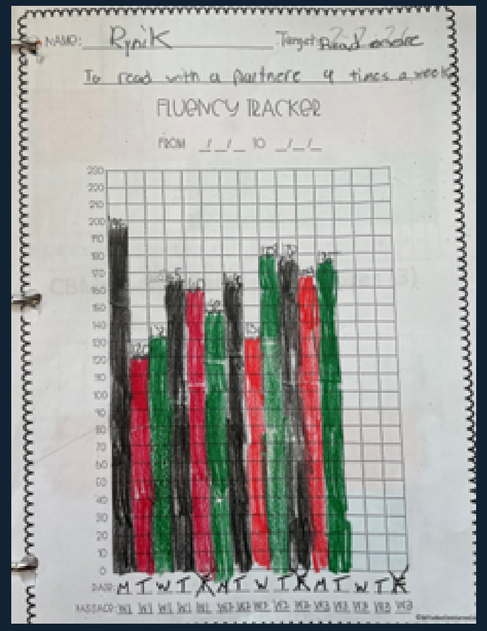
Student Lighthouse Team leads the way by starting conversations to lead the change. Students wanted to give our substitutes a warm welcome when they come so they created substitute bags. With a goal to give back our students plan service learning projects to support our community and school.

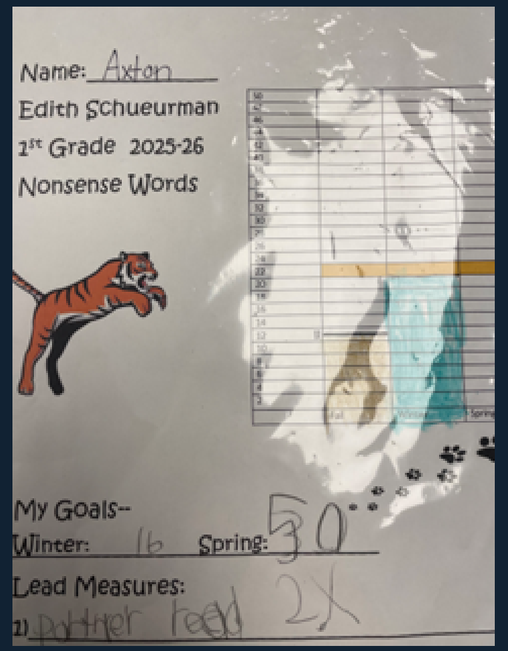


All students write mission statements during direct lessons. All classes synergize to create class family mission statements.

Paradigm of Motivation

Empower students to lead their own learning.





Students are empowered to set goals and track them to lead their own learning.



Every Tuesday is portfolio day. Students work in their portfolios; updating and/or adding to sections or meet with their accountabily partner.



Student-Led Conferences

Paradigm of Education

Educators and families partner to develop the whole person.



Students support our Math WIG by practicing math fluency at home.



For our ELA WIG, students are encouraged to read with family for 20 minutes every night and return reading logs signed by a guardian.



Empowered to guide at-home learning.

Measurable Results Assessments 2023-2026

Spring 2023



LEADERSHIP 75

CULTURE 72

ACADEMICS 69


Spring MRA

Edith Scheuerman Elementary

mra

Report Overview

This report contains information gathered through the Measurable Results Assessment (MRA; See Figure 1), a validated survey used annually to collect, analyze, and report on student, staff, family, and school-level outcomes. The MRA is an important tool for starting larger conversations about the school's growth in leadership, culture, and academics. For this reason, the scores within this report serve as a way to celebrate progress and inform decisions on where to effectively focus time and resources.

LEADERSHIP | CULTURE | ACADEMICS

Staff Leadership: Personal Effectiveness A; Interpersonal Effectiveness A; Student Leadership Support T

Supportive Staff Environment: Staff Voice A; Collective Efficacy A

Empowering Teachers: Instructional Efficacy T; Student-Led Practices T/S

Student Leadership: Personal Development S/F; Interpersonal Development S/F; Positive Wellbeing S; Self- Advocacy S; Prosocial Behaviors S

Supportive Student Environment: School Climate A; Student Empowerment S; School Belonging S; Trusting Relationships S

Empowered Learners: Supportive Teachers S; Academic Self-Efficacy S

Family & Community Engagement: School & Family Partnerships T; Family Engagement F; Community Engagement A

Who answers these questions?
A = All School Staff (Including Teachers)
T = Teachers Only
S = Student
F = Families

Goal Achievement: Student Goals S; Student Goal Support T; School Goals T

Figure 1. The Measurable Results Assessment is hierarchically organized by three categories, measures, and sub-measures. Each measure and sub-measure provides distinct insight into the expected outcomes of implementing the Leader in Me process.

Survey Scoring Guide

Each score is generated through analyses that are responsive to the characteristics and growth of a school while also factoring in overarching performance across schools. Scores are reported on a 0–100 scale for ease of interpretation and familiarity of use. 100 is considered the highest score and 0 the lowest across all measures and sub-measures.

90–100 *Exemplary*
80–89 *Effective*
70–79 *Satisfactory*
50–69 *Needs Improvement*
0–49 *Ineffective*

1 / 8

Spring 2024



LEADERSHIP 76

CULTURE 80

ACADEMICS 74

Spring 2025



LEADERSHIP 80

CULTURE 80

ACADEMICS 76

Spring 2026



LEADERSHIP 82

CULTURE 83

ACADEMICS 78

GARDEN CITY PUBLIC SCHOOLS

DRAFT **MINUTES** *DRAFT*

Regular Board of Education Meeting Thursday, October 29, 2026 - 5:00 PM

Board Meeting Room, Educational Support Center,

1205 Fleming Street, Garden City, KS 67846

The Board of Education of Garden City USD 457 met for a Regular meeting on Thursday, October 29, 2026, at 5:00 PM in the Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846.

Board members present were Katherine Cole; Mark Hinde; Nathan Haeck; Rebecca Swender and Robin Bergkamp. Jacob Jenkins and Randy Ralston were absent. Joining board members at the conference table was Superintendent, Josh Guymon. Also in attendance were Drew Thon, Deputy Superintendent and Steve Nordby, Assistant Superintendent.

President Mark Hinde called the meeting to order at 5:00 PM.

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

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

C. **MEETINGS OF NOTE — Four or more board members may be in attendance at the following:**

- Board-Faculty Meeting, Buffalo Jones Elementary School, November 3, 2026, at 4:10 p.m.

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

D.1. Corrections to Meetings of Note, Item C.

D.2. Additional classified personnel actions for consideration, Item D.3.

Action(s):

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

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

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

E. **CONSENT AGENDA**

Action(s):
I move to approve all consent agenda items as amended. This motion, made by Nathan Haeck and seconded by Robin Bergkamp, Carried.

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

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

E.1. **Minutes**

E.1.a. Minutes of the October 12, 2026, Regular Board of Education meeting – approved as presented.

E.2. **Accounts Payable** totaling $8,634,673.95, noting that all major accounts contain adequate balances to meet current obligations – approved as presented.

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

E.3.a. **Certified**

Resignation: Sydney Hess submitted her resignation on October 9, 2026, and requested waiver for the $6,000.00 liquidated damages fee. The hearing panel met on October 13, 2026, and recommended that the assessment be made. It is recommended that Sydney be released from her contract without a suitable replacement for her position contingent upon receipt of payment.

Appointment: Sydney Faulconer

E.3.b. **Classified**

Terminations: Kendra Denning, Kylie Rowe

Resignations: Brandon Anderson, Erin Kerr, Alyssa Ortega, Kee Poe, Janet Santana, Way Say, Maribel Sotelo

Assignments: Luz Aparicio Solorzano, Raelynn Delgado, Kendra Denning. Lilian Duron, Ivan Rivas, Kylie Rowe, Perla Torres, Maria Ugarte

Transfers:

- Maria Arrendondo Moto from Nutrition I at Garden City High School to Nutrition I at Educational Support Center
- Matthew Paxson from Paraprofessional II at Florence Wilson Elementary School to Paraprofessional I at Kenneth Henderson Middle School
- Sandra Christman from Paraprofessional I at Florence Wilson Elementary School to Paraprofessional II at Florence Wilson Elementary School

E.4. **Other**

E.4.a. Approved the following Board of Education policy updates.

E.4.a.i. GAN Travel Expenses

E.4.a.ii. JBCDA Student In-District Transfers

E.4.b. Approved granting a Public Utility Easement to the City of Garden City at the location of 3401 E. Spruce St.

E.4.c. Approved 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) effective from the first day of school in August 2026 through the last day of school in May 2029.
E.4.d. Approved 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) effective from the first day of school in August 2026 and ending in May 2029.

NEXT BOARD MEETING - The next regular meeting of the Board of Education will take place on Monday, November 9, 2026, at 6:00 PM in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.

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

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

Action(s):
Mr. President, I move we go into executive session for 20 minutes, to discuss the evaluation of an employee, pursuant to non-elected personnel exception under KOMA, beginning at 5:05 PM and the open meeting will resume in the Board Meeting Room at 5:25 PM. I would like to invite Josh Guymon to join us in executive session. This motion, made by Nathan Haeck and seconded by Rebecca Swender, Carried.

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

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

The open meeting resumed in the board meeting room at 5:25 PM. The following action was taken.

That the Board of Education extend the executive session for 10 minutes beginning at 5:25 PM and the open meeting will resume at 5:35 PM. This motion, made by Nathan Haeck and seconded by Robin Bergkamp, Carried.

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

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

The open meeting resumed in the board meeting room at 5:35 PM. No action was taken.

G. **ADJOURNMENT**

That the Board of Education meeting be adjourned at 5:38 PM. This motion, made by Nathan Haeck and seconded by Robin Bergkamp, Carried.

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

Respectfully submitted,

Jennifer Ramos, Clerk

Approved:

Mark Hinde, President

BOARD OF EDUCATION

Certified Personnel Actions

November 9, 2026

RESIGNATION:

Alyvea Krehbiel, adaptive/interrelated teacher at Buffalo Jones Elementary School, is submitting her letter of resignation effective December 18, 2026. It is recommended she be released from her contract and assessed a $6,000 liquidated damages fee.

TUITION REIMBURSEMENT AGREEMENT:

Lance Allred – Master's Degree

BOARD OF EDUCATION
REVISED
Classified Personnel Actions

November 9, 2026

TERMINATIONS	POSITION	BUILDING	DATE
Manuel Olguin-Alvarez	Maintenance I	Plant Facilities	11/2/2026

ASSIGNMENTS	POSITION	BUILDING	DATE
Jennifer Cruz Ponce	Custodian I	Plant Facilities	11/2/2026
Alicia Hausmann	Paraprofessional I	Florence Wilson Elementary School	11/2/2026
Ana Manujano Espinal	Custodian I	Plant Facilities	11/2/2026
Bertha Muhammand	Custodian I	Plant Facilities	11/2/2026
Yamilet Tinajero	Office Assistant I	Garfield Early Childhood Center	11/2/2026
Anthony Smith Molina	Paraprofessional III	Garden City Achieve	11/2/2026
Lizayne Costas Martinez	Paraprofessional I 0.5	Garfield Early Childhood Center	11/3/2026
Lizbeth Lopez Moreno	Paraprofessional II 0.5	Garfield Early Childhood Center	11/9/2026

TRANSFERS	FROM	TO	DATE
Raven Taylor	Paraprofessional II 1.0 Garfield Early Childhood Center	Paraprofessional II 0.5 Garfield Early Childhood Center	11/2/2026
Kiana Hembree	Paraprofessional II Jennie Wilson Elementary School	Paraprofessional III Therapeutic Educational Program	11/2/2026

NOTES:
Gina Galpin, Director of Special Education request the following:
Close One (1) 1.0 FTE Paraprofessional III position at Garden City High School
Open One (1) 1.0 FTE Paraprofessional III position at Gertrude Walker elementary School

Brandon Anderson, Director of Plant Facilities request the following:
Close One (1) 1.0 FTE HVAC Specialist position at Plant Facilities
Close One (1) 1.0 FTE Maintenance I position at Plant Facilities
Open One (1) 1.0 FTE HVAC **Apprentice** position at Plant Facilities

Drew Thon, Deputy Superintendent, requests the following:

- Close One (1) 1.0 FTE Paraprofessional III position at Garden City Achieve
- Open One (1) 1.0 FTE Paraprofessional II position at Kenneth Henderson Middle School

BOARD OF EDUCATION

Classified Personnel Actions Addendum

November 9, 2026

RESIGNATIONS	POSITION	BUILDING	DATE
Sylvia Garcia	Paraprofessional I	Victor Ornelas Elementary School	9/11/2026

Correction:

RESIGNATIONS	POSITION	BUILDING	DATE
Erin Kerr	Paraprofessional I	Garden City Achieve	11/2/2026

ASSIGNMENTS	POSITION	BUILDING	DATE
Arabella Torres	Small Fleet	Transportation	11/6/2026
Lizbeth Lopez-Moreno	Paraprofessional II 0.5	Garfield Early Childhood Center	11/9/2026

BOARD OF EDUCATION

Classified Personnel Actions Second Addendum

November 9, 2026

TRANSFERS	FROM	TO	DATE
Brad Stoppkotte	Plant Facilities Coordinator	Plant Facilities Director	11/30/2026

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Steve Nordby, Assistant Superintendent
DATE: 11/02/2026
RE: **2026 Graduation Rate**

ISSUE & BACKGROUND:

Graduation rates for Kansas schools and districts were finalized on November 1, 2026. Administrators from each secondary building will review the data from each building and USD 457 as a whole.

ALTERNATIVES:

No alternatives applicable

RECOMMENDATION & FISCAL NOTE:

No action is required. This is an informational item

ATTACHMENTS:

Graduation rate presentation

USD 457
Graduation Rate

NOVEMBER 2026

USD 457
GARDEN CITY
PUBLIC SCHOOLS
EXCELLENCE - COMMUNITY - CHARACTER - COURAGE

Prepared for Post-Secondary Success

CIVICALLY ENGAGED

LIFE-LONG LEARNERS

Graduates leave ready to contribute, adapt, and keep learning—across college, career, and community.



The Value of a Diploma

A diploma is the primary gateway to post-secondary training—and a durable economic advantage.

39%

of jobs require a high school diploma

$10,000

more earned per year on average by diploma holders

Source: U.S. Bureau of Labor Statistics

Graduation Rate Formula

2026 graduates earning a regular diploma by Sept. 30, 2026

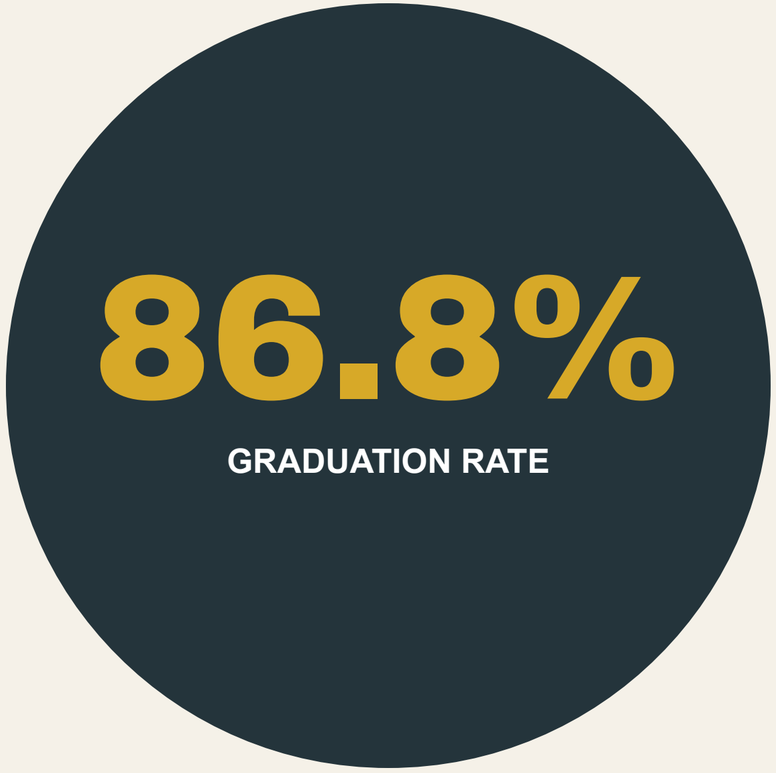
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First-time 9th graders, fall 2022 + transfers in − transfers out over four academic years

4-YEAR RATE

Virtual Academy Graduation Rate and Insights

Virtual Academy Graduation Rate



33 graduates out of 38 12th graders

Virtual Academy Positives

- Preparing independent, self-motivated learners
- Family involvement as partners
- Increase in students taking dual-credit courses; 6 students in fall, 10 projected for spring out of 66 current grade 10-12 students.
- Several students each year graduate who were not sure if they would.







Virtual Academy Challenges

- Two certified and one classified staff members supporting all activities
- Many students enter with low credits, mental-health concerns, and attendance issues.
- Some are uncertain about finishing school when entering. Most who do not complete and dropout are expelled or working full time, and not attending.
- Virtual learning is not ideal for every student; communication is essential.





G.C. Achieve
Graduation Rate and Insights

G.C. Achieve Graduation Rate



43 graduates out of 50 12th graders

G.C. Achieve Positives

- **Multi-Tiered Early Warning Data:** Track attendance data, behavioral incidents, and course grades on a weekly basis to trigger rapid-response strategies
- **Multi-Tiered Community Ecosystem:** Coordinated district and partner resources deploy Tier 1-3 supports to address academic, behavioral, and basic life needs.
- **Whole-Child Data Framework:** Cross-functional teams leverage academic, behavioral, and SEL dashboards to match students with the right intervention level.
- **Relational Support & Daily Check-Ins:** 2-minute advisory touchpoints to build relational trust, identify immediate academic or SEL barriers, and connect off-track students w/ same-day interventions.
- **Culture of Belonging & Connection:** Intentional educator-student rapport builds emotional safety, directly strengthening attendance, classroom engagement, and graduation rates.
- **Empowering Student Agency:** Personalized goal-setting frameworks help students map credit requirements, articulate post-secondary plans, and monitor their own growth.

G.C. Achieve Challenges

- **Trauma-Impacted Learning:** Severe out-of-school adversity and complex personal trauma disrupt daily attendance, course focus, and sustained academic momentum.
- **External Caregiving Disparities:** Many students lack consistent at-home scaffolding, leading to fluctuating attendance, missed coursework, and off-track graduation status.
- **Declining Academic Motivation:** Loss of perceived value in schoolwork fuels chronic absenteeism, incomplete assignments, and delayed progress toward graduation.
- **Outside Economic & Caregiving Burdens:** Financial stress and household responsibilities frequently force students to prioritize survival over academic attendance.

Garden City High School Graduation Rate and Insights

Garden City High School Graduation Rate



427 graduates out of 442 12th graders

GCHS Positives

- Culture of Belonging & Universal Relational Support
- Targeted Interventions & Flexible Credit Systems
- Expanded Post-Secondary Pathways & Industry Exposure
- Systemic Adaptability & Cross-Campus Collaboration
- Proactive Attendance & Truancy Intervention
- Instructional & Organizational Excellence

GCHS Challenges

- Academic Gaps, Severe Credit Deficits & Student Motivation
- Economic Pressures & Post-Secondary Choices
- Mobility, Program Transfers & Systemic Alignment
- Staffing, Class Ratios & Serving Diverse Populations

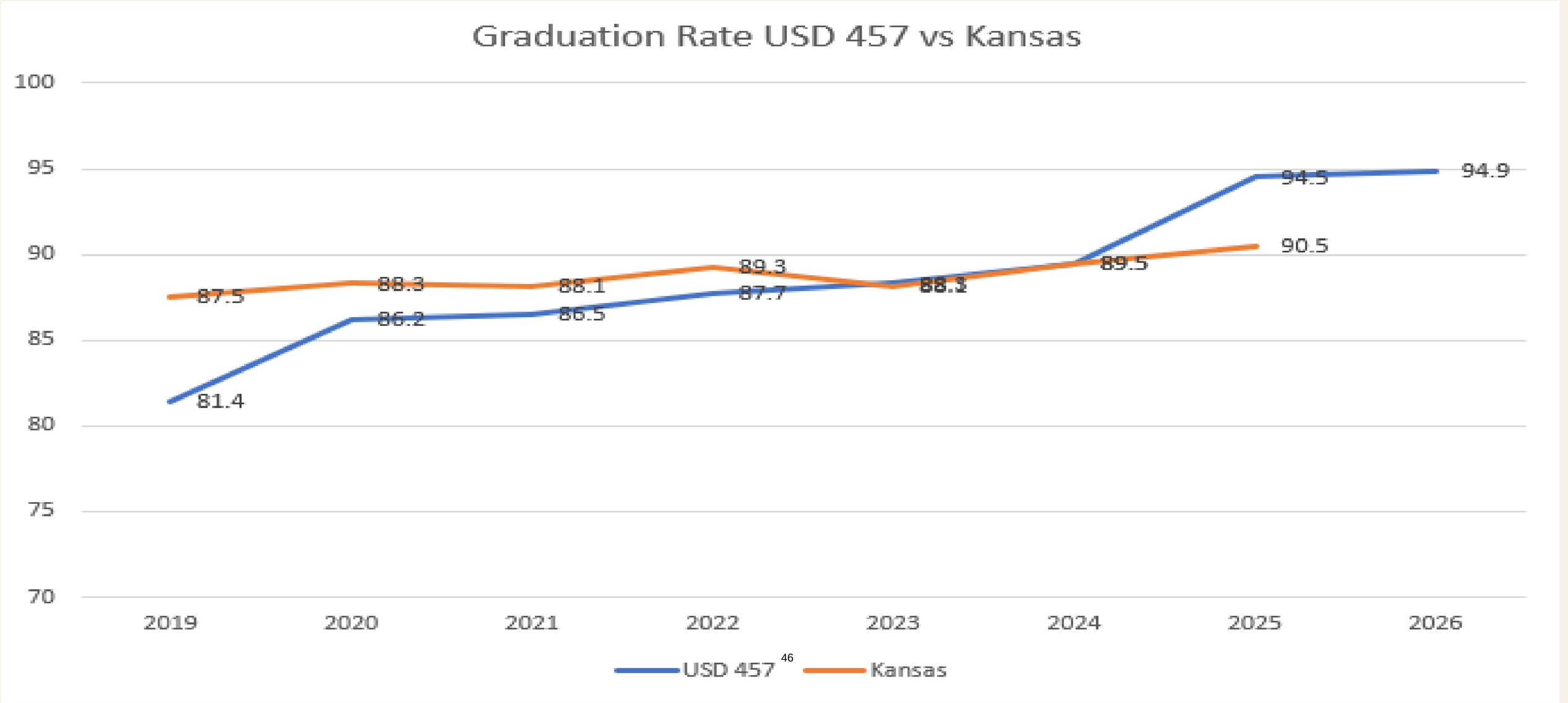
USD 457 Graduation Rate



503 graduates out of 530 12th graders

USD 457 Overall Graduation Rate

503 graduates out of 530 12th graders • 94.6.0%



Thank You

Questions & discussion

MEMORANDUM

TO: Board of Education
THRU: Josh Guyman, Superintendent
FROM: Michelle Baier, Assessment and Curriculum Coordinator
DATE: 11/3/2026
RE: State Assessment Recap for Spring 2026

ISSUE: *Yearly KAP data presentation*

BACKGROUND:

The Office of Learning Services would like to give a presentation of the Spring 2026 District KAP data. The following will be involved in the presentation:

Michelle Baier: Assessment and Curriculum Coordinator

To keep the public informed of the longitudinal, comparison and academic achievement progress of grades 3-11 in ELA, Math, and Science.

ALTERNATIVES:

Not applicable

RECOMMENDATION:

Not applicable

FISCAL NOTE:

Not applicable

ATTACHMENTS:

https://docs.google.com/presentation/d/1WNLqF8sTsVufjCj2AY8KCby1gX9a7pdqY2KWYgwkXYc/edit?usp=sharing

GARDEN CITY PUBLIC SCHOOLS • USD 457

KAP Assessment Board Report (2025–2026)

Multi-Year Achievement Analysis, Subgroups (ELL, Poverty, Ethnicity, Gender) & Comparative Benchmarks (Local, WAC League & State Overall)

Presentation Overview

- Performance Level Descriptors and Cut Scores
- Meanings of Scores
- District Wide Data
- Building Level Data
- Subgroup Data
- Questions

KAP Performance Level Descriptors

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

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

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

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

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

Cut Scores for 2025-26 KAP Summative Assessments

English Language Arts

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

Mathematics

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

Science

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

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

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

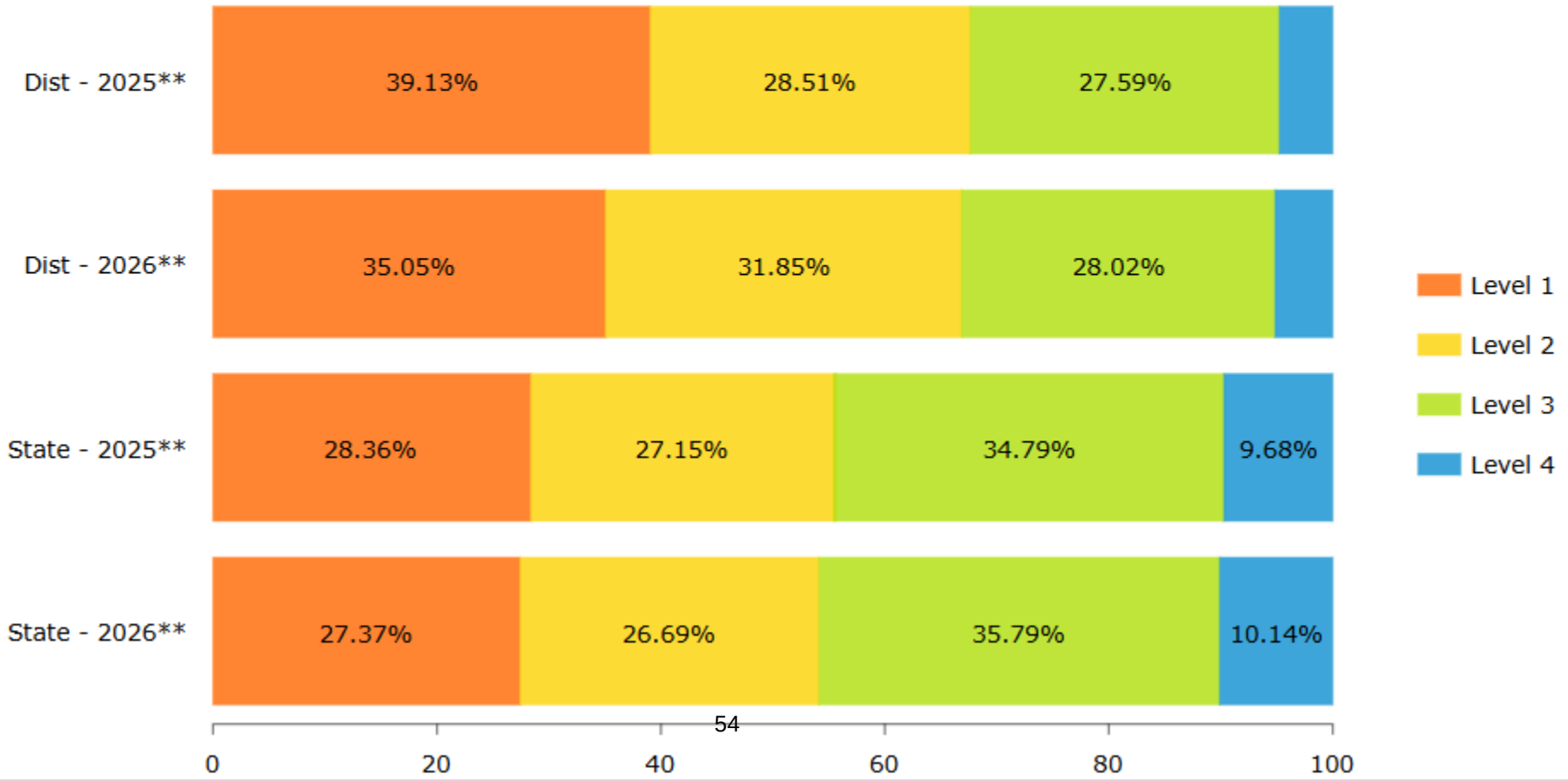
So, if third graders in a particular building averaged a scale score of 520 in grade 3 math last year and averaged a scale score of 530 in grade 3 math this year, the building may safely be said to have improved year-over-year in grade 3 math performance.

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

Subject: ELA **Subgroup:** All Students **Grade Level:** All Grades

*To protect student privacy, when a subgroup has fewer than 10 students the data is not displayed.

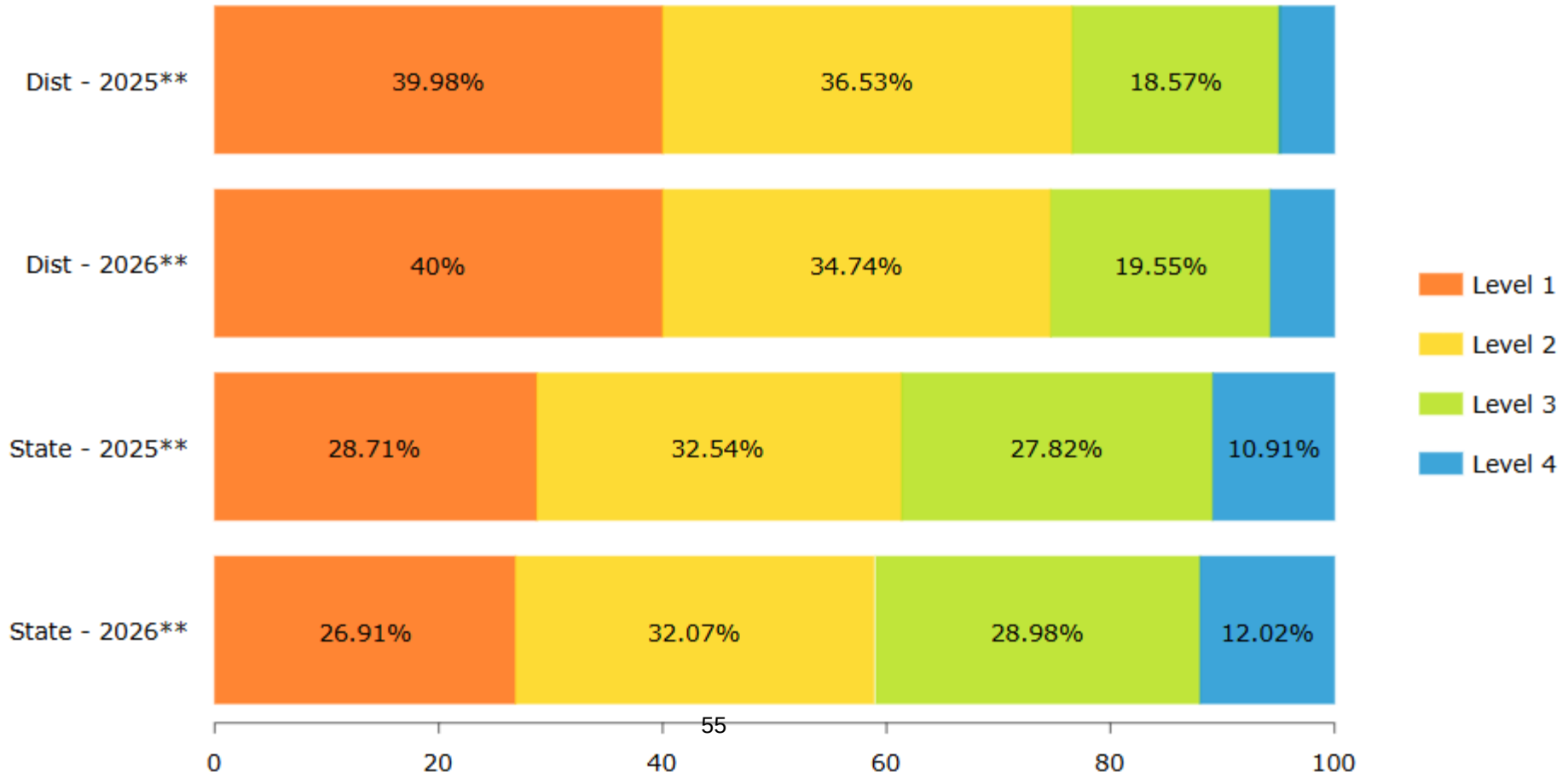
**Updated assessment with new scale scores.



Subject: Math **Subgroup:** All Students **Grade Level:** All Grades

*To protect student privacy, when a subgroup has fewer than 10 students the data is not displayed.

**Updated assessment with new scale scores.

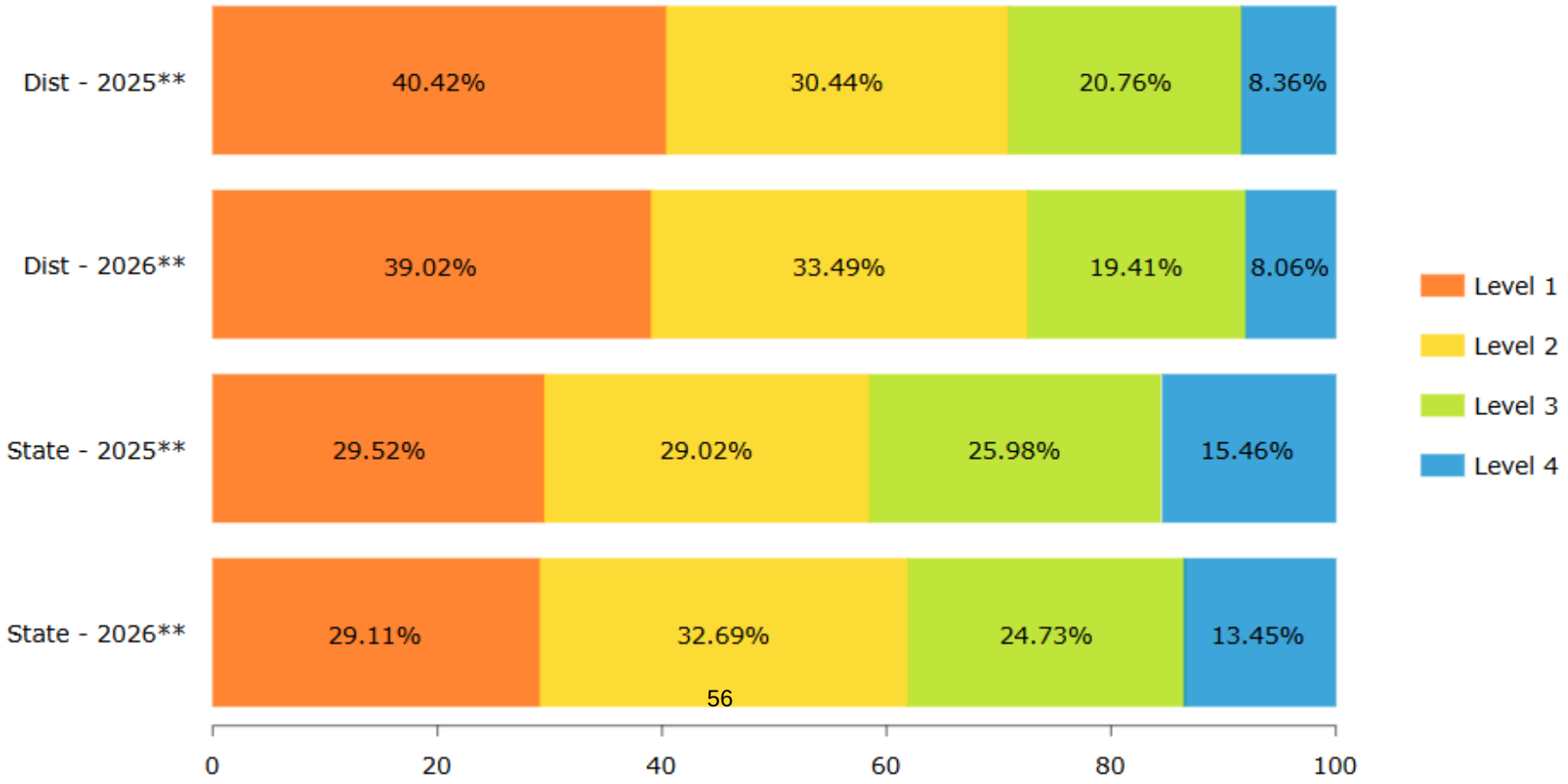


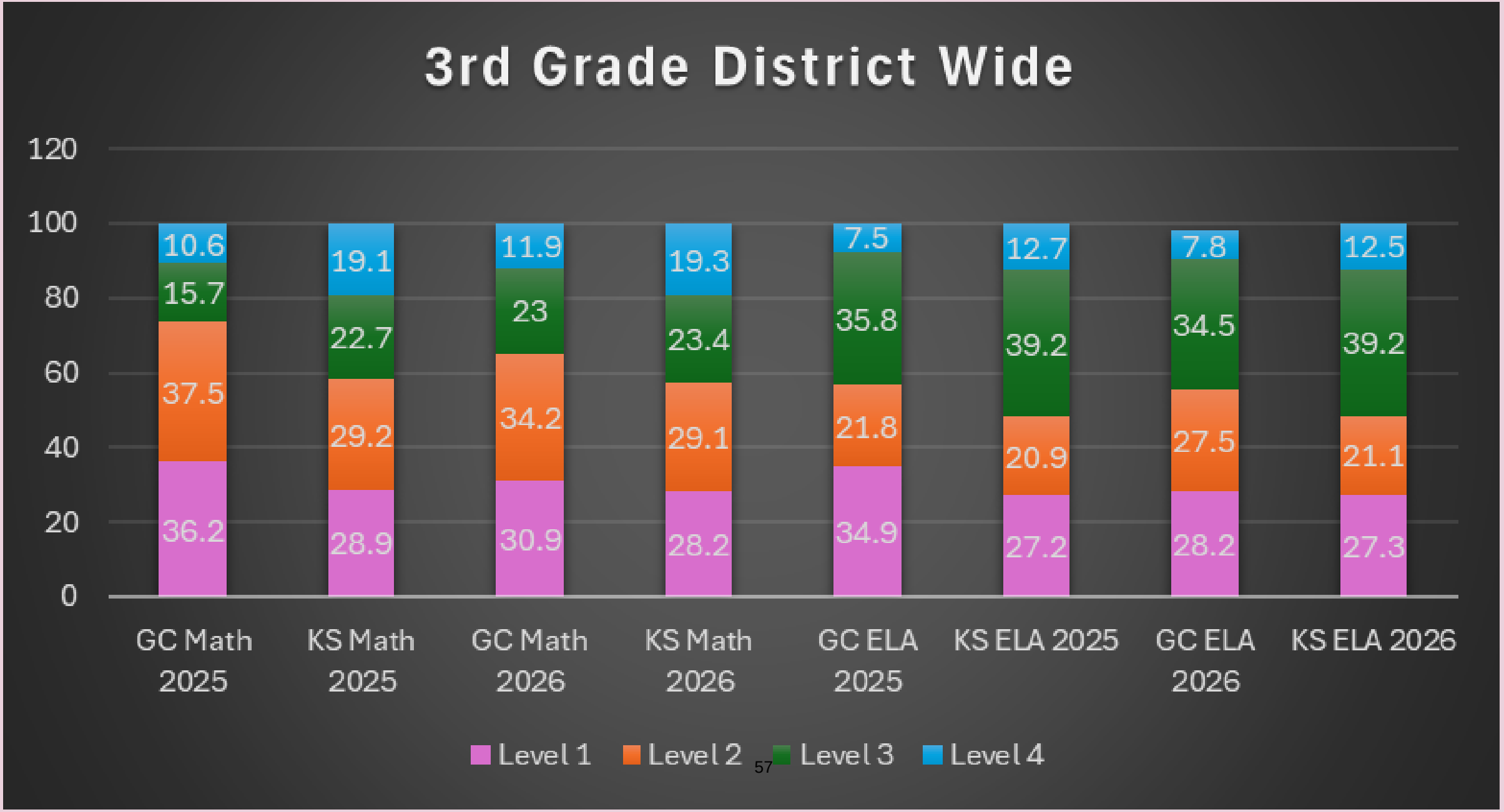
Subject: Science **Subgroup:** All Students **Grade Level:** All Grades

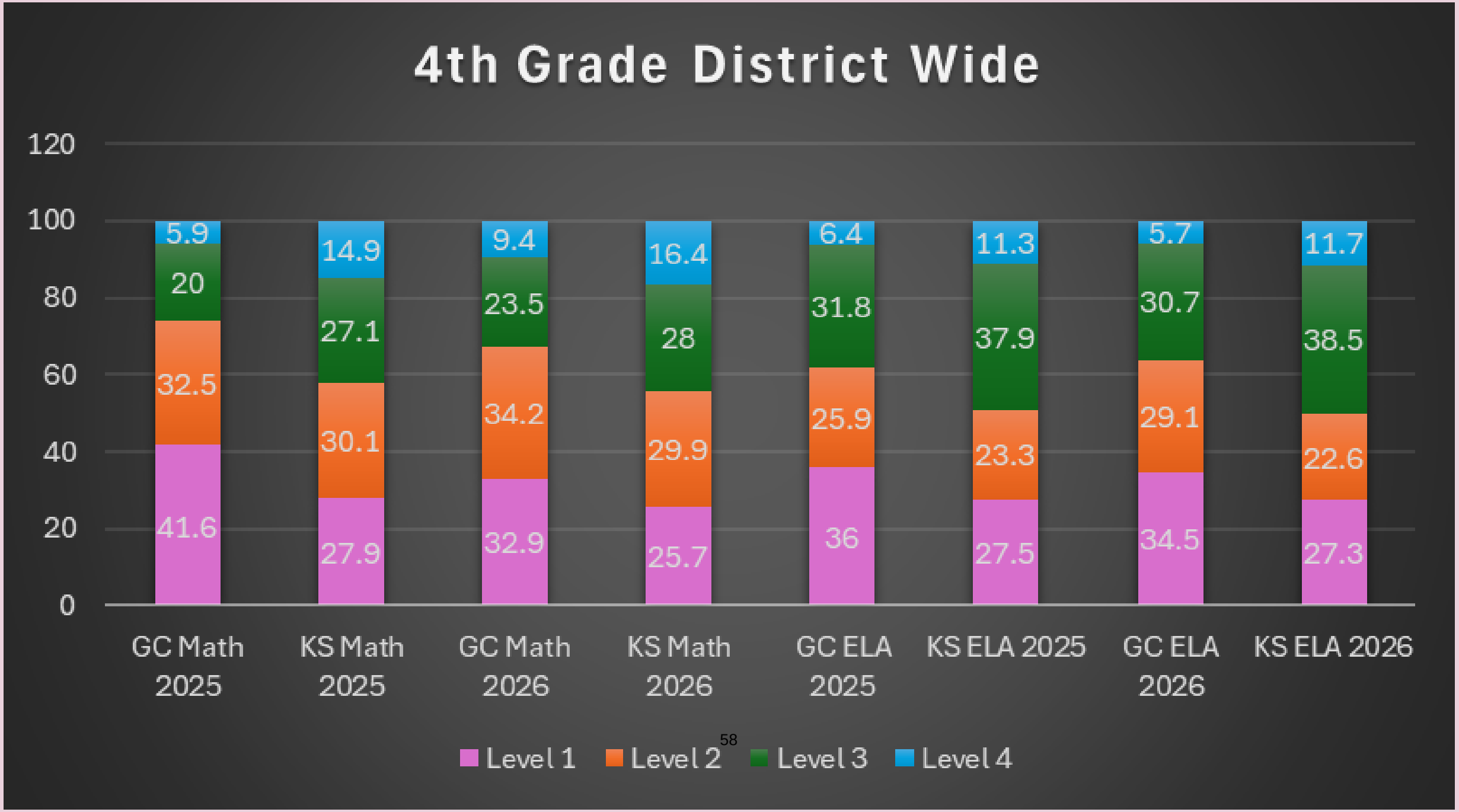
*To protect student privacy, when a subgroup has fewer than 10 students the data is not displayed.

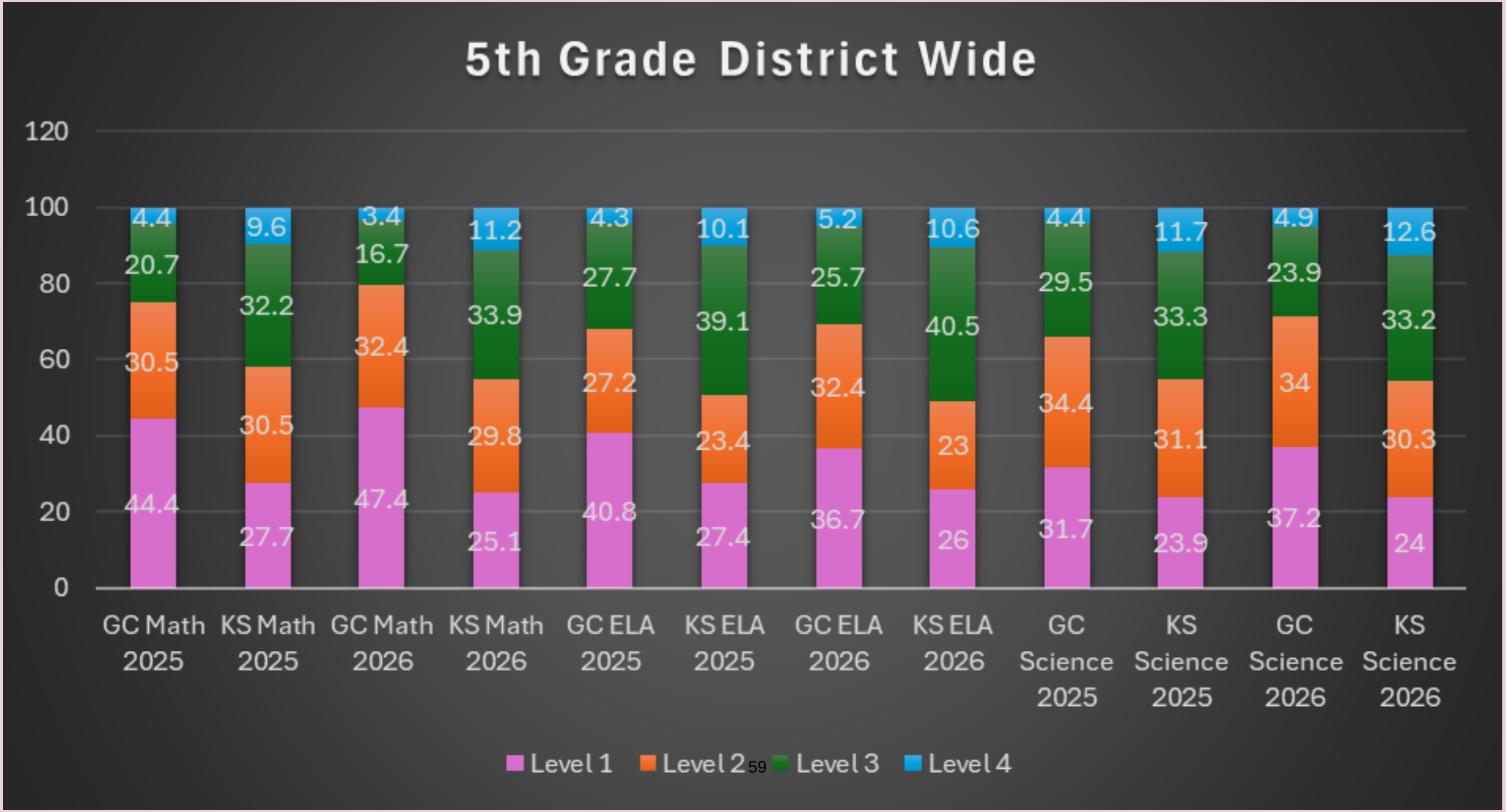
**Updated assessment with new scale scores.

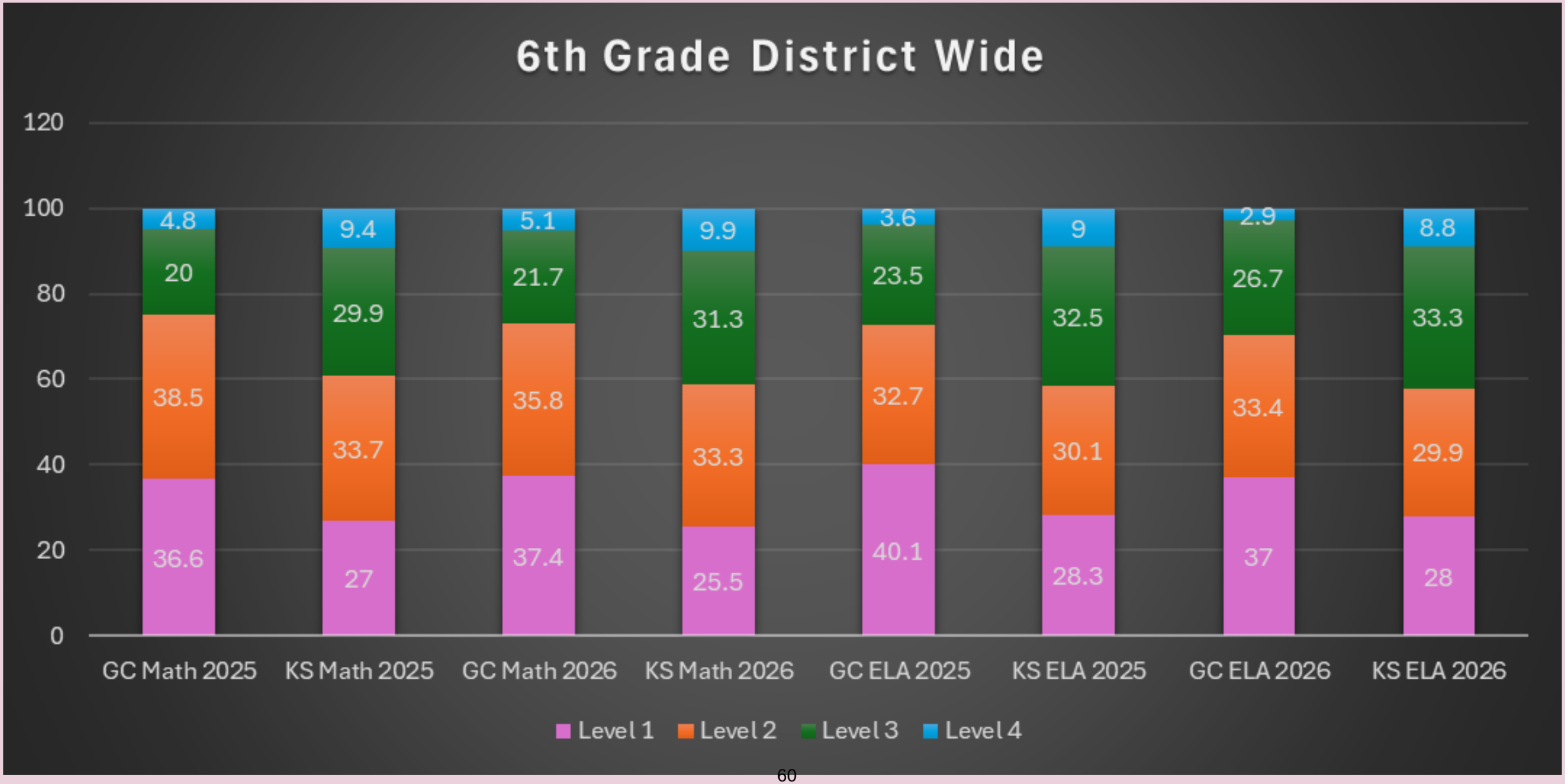
***No high school science scores are available for 2025.

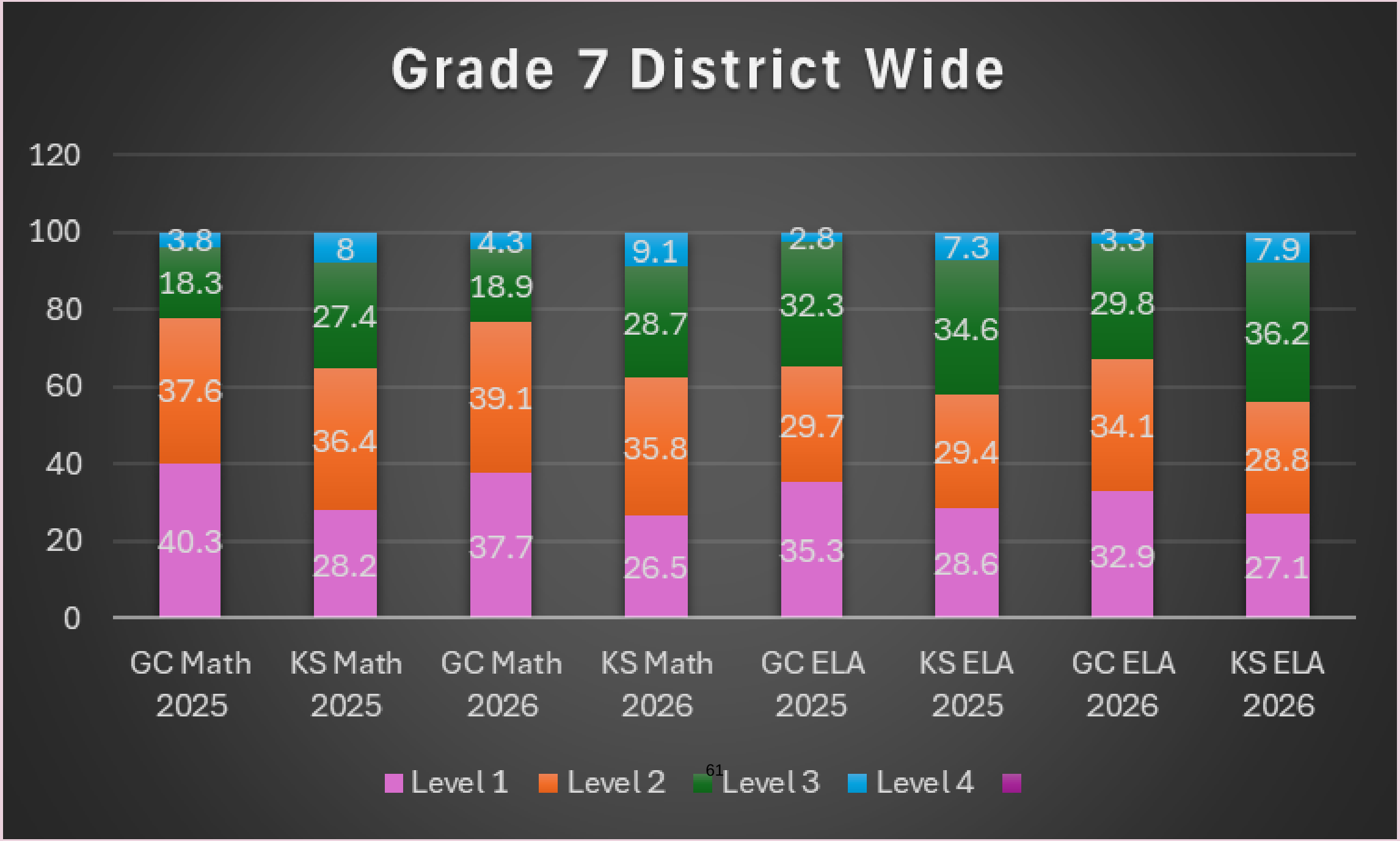


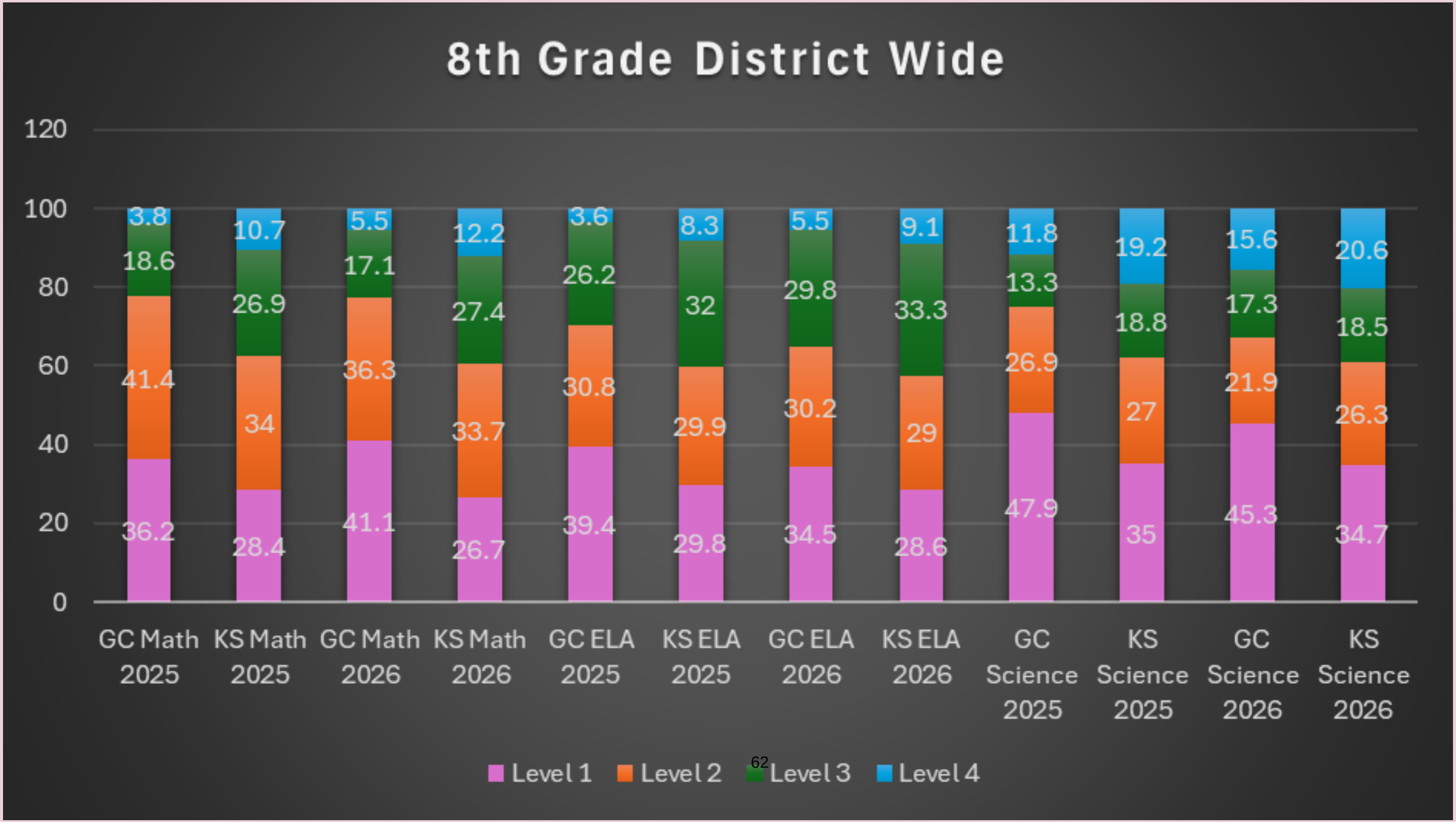

3rd Grade District Wide
120
100
80
60
40
20
0
10.6
15.7
37.5
36.2
19.1
22.7
29.2
28.9
11.9
23
34.2
30.9
19.3
23.4
29.1
28.2
7.5
35.8
21.8
34.9
12.7
39.2
20.9
27.2
7.8
34.5
27.5
28.2
12.5
39.2
21.1
27.3
GC Math 2025
KS Math 2025
GC Math 2026
KS Math 2026
GC ELA 2025
KS ELA 2025
GC ELA 2026
KS ELA 2026
Level 1
Level 2
Level 3
Level 4

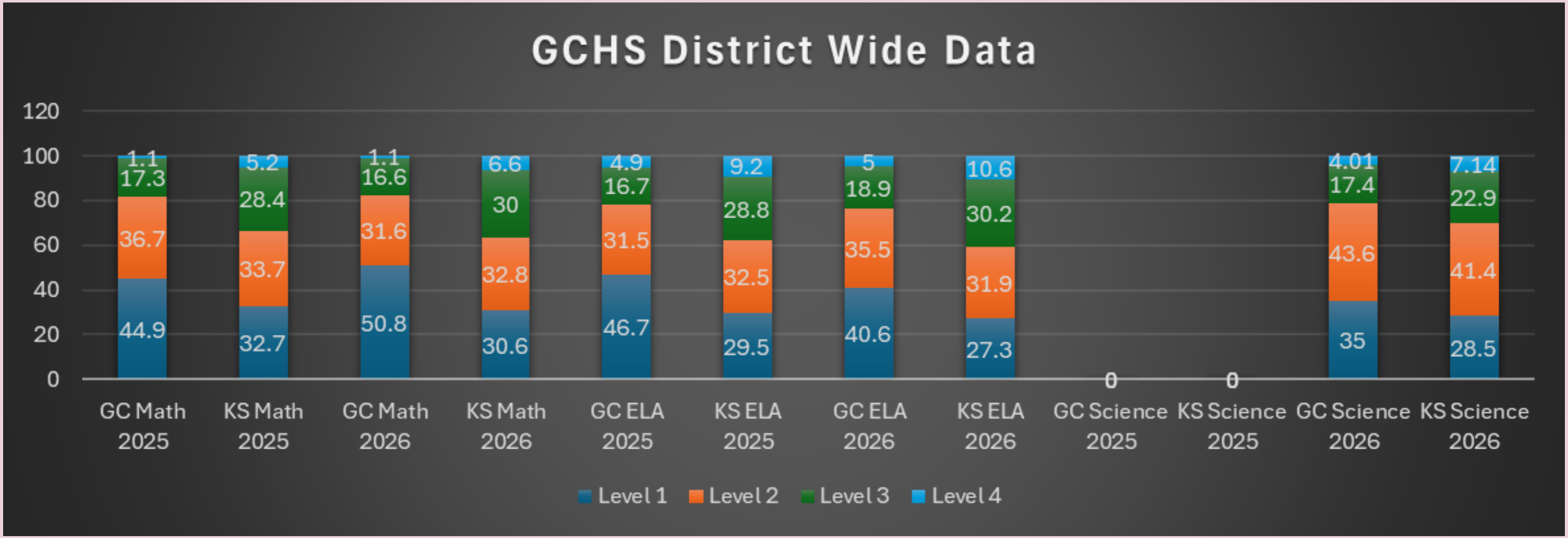

4th Grade District Wide
120
100
80
60
40
20
0
5.9
20
32.5
41.6
14.9
27.1
30.1
27.9
9.4
23.5
34.2
32.9
16.4
28
29.9
25.7
6.4
31.8
25.9
36
11.3
37.9
23.3
27.5
5.7
30.7
29.1
34.5
11.7
38.5
22.6
27.3
GC Math 2025
KS Math 2025
GC Math 2026
KS Math 2026
GC ELA 2025
KS ELA 2025
GC ELA 2026
KS ELA 2026
Level 1
Level 2
Level 3
Level 4


5th Grade District Wide
120
100
80
60
40
20
0
GC Math 2025
KS Math 2025
GC Math 2026
KS Math 2026
GC ELA 2025
KS ELA 2025
GC ELA 2026
KS ELA 2026
GC Science 2025
KS Science 2025
GC Science 2026
KS Science 2026
44.4
30.5
20.7
4.4
27.7
30.5
32.2
9.6
47.4
32.4
16.7
3.4
25.1
29.8
33.9
11.2
40.8
27.2
27.7
4.3
27.4
23.4
39.1
10.1
36.7
32.4
25.7
5.2
26
23
40.5
10.6
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34.4
29.5
4.4
23.9
31.1
33.3
11.7
37.2
34
23.9
4.9
24
30.3
33.2
12.6
Level 1
Level 2
Level 3
Level 4


6th Grade District Wide
120
100
80
60
40
20
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4.8
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38.5
36.6
9.4
29.9
33.7
27
5.1
21.7
35.8
37.4
9.9
31.3
33.3
25.5
3.6
23.5
32.7
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GC Math 2025
KS Math 2025
GC Math 2026
KS Math 2026
GC ELA 2025
KS ELA 2025
GC ELA 2026
KS ELA 2026
Level 1
Level 2
Level 3
Level 4


Grade 7 District Wide
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3.8
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27.1
GC Math 2025
KS Math 2025
GC Math 2026
KS Math 2026
GC ELA 2025
KS ELA 2025
GC ELA 2026
KS ELA 2026
Level 1
Level 2
Level 3
Level 4


8th Grade District Wide
120
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41.4
36.2
10.7
26.9
34
28.4
5.5
17.1
36.3
41.1
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27.4
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GC Math 2025
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GC Math 2026
KS Math 2026
GC ELA 2025
KS ELA 2025
GC ELA 2026
KS ELA 2026
GC Science 2025
KS Science 2025
GC Science 2026
KS Science 2026
Level 1
Level 2
Level 3
Level 4


GCHS District Wide Data
120
100
80
60
40
20
0
1.1
17.3
36.7
44.9
5.2
28.4
33.7
32.7
1.1
16.6
31.6
50.8
6.6
30
32.8
30.6
4.9
16.7
31.5
46.7
9.2
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5
18.9
35.5
40.6
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31.9
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17.4
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35
7.14
22.9
41.4
28.5
GC Math 2025
KS Math 2025
GC Math 2026
KS Math 2026
GC ELA 2025
KS ELA 2025
GC ELA 2026
KS ELA 2026
GC Science 2025
KS Science 2025
GC Science 2026
KS Science 2026
Level 1
Level 2
Level 3
Level 4

DISTRICT OVERVIEW

District-Wide Level 3 & 4 Achievement Growth

32.4%

English Language Arts

↗+1.3% vs 2025 (31.1%)

24.8%

Mathematics

↗+1.7% vs 2025 (23.1%)

26.8%

Science (Grades 5, 8, 11)

↗+7.5% vs 2025 (19.3%)

Strategic Core Takeaway: USD 457 demonstrated positive district-wide trajectory across all three core content areas, driven by targeted interventions and strong science performance in middle school cohorts.

Elementary Schools: Grade 3 & 4 KAP Performance (% L3 & L4)

Building	G3 ELA '25 → '26	G4 ELA '25 → '26	G3 Math '25 → '26	G4 Math '25 → '26	Key Trend / Cohort Highlight
Alta Brown (AB)	35.3% → 32.8%	17.4% → 30.0%	20.6% → 31.8%	17.6% → 15.7%	Gains in 4th ELA (+12.6%) & 3rd Math (+11.2%).
Abe Hubert	22.72% → 34.2%	25% →7.54%	12% → 30.8%	33.3 %→ 37.7%	Big changes in 3rd grade math and ela
Jennie Barker (JB)	62.5% → 60.9%	30.8% → 50.0%	45.8% → 39.1%	11.5% → 62.5%	Major jump in 4th Grade Math (+51.0%) & ELA (+19.2%). Small N-count causes big swings!
Jennie Wilson (JW)	55.1% → 48.6%	76.0% → 57.4%	40.8% → 45.9%	58.0% → 50.0%	High overall proficiency; slight dip in 4th ELA.
Gertrude Walker (GW)	18.2% → 52.4%	52.0% → 17.4%	6.8% → 23.8%	36.0% → 8.7%	3rd Grade surged; small N-count causes swings.
Florence Wilson (FW)	54.1% → 55.4%	37.5% → 45.0%	29.7% → 29.7%	26.4% → 41.3%	Gains in 4th grade (+14.9% Math, +7.5% ELA).
Victor Ornelas (VO)	47.2% → 46.5%	24.3% → 35.8%	23.6% → 43.7%	14.9% → 38.3%	Math growth in 3rd (+20.1%) & 4th (+23.4%).
Georgia Matthews (GM)	47.8% → 32.1%	24.0% → 45.8%	17.4% → 25.9%	12.0% → 25.0%	Significant growth across 4th ELA & Math. Small N-count causes big swings!
Edith Scheuerman (ES)	40.0% → 48.4%	43.8% → 27.3%	28.6% → 46.7%	31.3% → 18.2%	3rd Grade saw gains (+18.1% Math), 4th dropped.
Buffalo Jones (BJ)	27.3% → 34.0%	40.8% → 25.0%	27.3% → 27.7%	26.5% → 30.0%	Steady in 3rd ELA & Math; drop in 4th ELA.
Plymell	76.2% → 38.9%	38.5% → 66.7%	61.9% → 38.9%	38.5% → 66.7%	Small N (~18-24 students) creates large % shifts.

Building Shout Outs!!

Elementary -

AB - Huge decreases in Level 1s in ELA in 3rd (20%) and 4th (13%)

AE - 20% decrease in level 1s in 3rd grade ELA

BJ - In 3rd grade went from no one in Level 4 to almost 9% in ELA

ES - Outperformed the state in 3rd grade math and the level 4s jumped by 15% and level 1s below 20%

FW - 4th grade math level 1s less than 15% and outperformed the state in 3rd & 4th grade ELA

GM - 10% increase in level 4 for 3rd grade ELA; 14% decrease in level 1 for 4th grade ELA

GW - 3rd grade math increase of almost 20% and levels 1's less than 20%; 3rd grade math had a 32% improvement in ELA and the level 1's were down 24%

JB - Outperformed the state in 4th grade math by over 20% and level 1's at 20%; 6th grade math by 10%; 3rd grade ELA by 9% and 4th grade had an ELA improvement of 19%

JW - Outperformed the state in 3rd and 4th grade math and ELA and their level 1s are way below the state.

Plymell-Outperformed the state in 4th, 5th, 6th grade ELA with some really high numbers and 4th grade math was 69% compared to 44%

VO-3rd grade math outperformed the state in combined 3s and 4s and their level 1s were at 23%; 4th grade math students showed a 15% increase in 3s and 4s from 3rd grade!!

INTERMEDIATE LEVEL (GRADES 5 & 6)

5th and 6th Grade Performance Breakdown

Charles Stones Intermediate

Subject & Grade	2025	2026	Change
5th Grade ELA	31.7%	26.0 %	-5.7%
6th Grade ELA	26.2 %	29.1%	+2.9%
5th Grade Math	29.0 %	19.5%	-9.5%
6th Grade Math	18.1%	25.8 %	+7.7%
5th Grade Science	29.5 %	26.1%	-3.4%

Bernadine Sitts Intermediate

Subject & Grade	2025	2026	Change
5th Grade ELA	29.4%	30.2%	+0.8%
6th Grade ELA	21.1%	26.8%	+5.7%
5th Grade Math	19.6%	14.6%	-5.0%
6th Grade Math	22.2%	26.3%	+4.1%
5th Grade Science	36.6%	29.3%	-7.3%

Abe Hubert

Subject & Grade	2025	2026	Change
5th Grade ELA	17.94%	29.62%	+11.68%
6th Grade ELA	27.07%	17.94%	-11.68%
5th Grade Math	11.74%	18.51%	+6.77%
6th Grade Math	28.56%	7.5%	-21.06%
5th Grade Science	24.38%	29.62%	+4.24%

Jennie Barker

Subject & Grade	2025	2026	Change
5th Grade ELA	57.14%	49.99%	-7.15%
6th Grade ELA	47.81%	54.54%	+6.73%
5th Grade Math	54.54%	37.39%	-17.05%
6th Grade Math	52.17%	50%	-.17%
5th Grade Science	63.63%	29.16%	-34.47%

Plymell

Subject & Grade	2025	2026	Change
5th Grade ELA	47.05%	60%	+12.95%
6th Grade ELA	47.36%	49.99%	+2.63%
5th Grade Math	38.88%	73.33%	+34.5%
6th Grade Math	60%	49.99%	-11.1%
5th Grade Science	27.77%	46.66%	+18.89%

SECONDARY LEVEL (GRADES 7–11)

Middle & High School Level 3 & 4 Trajectory

Building	Tested Subject & Grade	2025 (% L3/4)	2026 (% L3/4)	YoY Trend
Horace Good MS (HGMS)	7th ELA / 8th ELA	30.6% / 27.4%	30.5% / 32.0%	**+4.6% in 8th ELA**
Horace Good MS (HGMS)	7th Math / 8th Math / 8th Science	20.5% / 19.5% / 22.0%	23.2% / 20.4% / 29.3%	**+7.3% in Science**
Kenneth Henderson MS (KH)	7th ELA / 8th ELA	39.0% / 32.2%	35.5% / 39.0%	**+6.8% in 8th ELA**
Kenneth Henderson MS (KH)	7th Math / 8th Math / 8th Science	24.0% / 27.4% / 30.8%	22.7% / 26.0% / 37.5%	**+6.7% in Science**
Garden City High School (GCHS)	10th ELA / 10th Math / 11th Science	20.8% / 18.5% / 0.0%*	24.4% / 18.4% / 21.1%	**+3.6% in 10th ELA**

*Note: 2025 Grade 11 Science reflected non-standard high school sampling; 2026 reflects full active testing cohort.

Building Shout Outs!

KH - 8th grade 7% increase in ELA and 8% increase in Science
HG - 7% increase in science

SUBGROUP DEEP DIVE

English Language Learner (ELL) Status Analysis

Comparison across ELL Categories: 0 (Non-ELL), 1 (Active ELL), 7 (1st Year Monitored), and 8 (2nd Year Monitored).

ELL Code	Category Description	ELA (% L3/4)	Math (% L3/4)	YoY ELA Trend	Strategic Takeaway
Code 0	Non-ELL Students	41.8%	32.5%	+1.1%	Consistent benchmark level across grade bands.
Code 1	Active ELL	11.2%	10.4%	+0.8%	Language acquisition remains key hurdle for Level 3 access.
Code 7	1st Year Monitored	48.5%	38.1%	+4.2%	**Exceeds non-ELL average as language fluency solidifies.**
Code 8	2nd Year Monitored	52.1%	41.6%	+3.8%	**Highest performing subgroup band in both ELA and Math.**

Key Insight: Formerly ELL students who reach Monitored status (Codes 7 & 8) outperform the district non-ELL baseline, validating USD 457's dual-language and ESOL exit trajectory models.

SPECIAL POPULATIONS DEMOGRAPHICS

ESOL Student Growth Trends (2025–2026)

English Language Arts (ELA)

+1.7% Growth

Proficiency increased from 11.2% in 2025 to 12.9% in 2026 across active ESOL cohorts.

Mathematics

+0.7% Growth

Proficiency nudged upward from 10.9% to 11.6%, showing baseline math vocabulary gains.

Science Assessment

+2.4% Growth

Significant improvement from 5.7% to 8.1% proficiency as hands-on science supports take effect.

Key Takeaways for ESOL Support

- **Universal Positive Trajectory:** ESOL students achieved positive proficiency gains in all three tested subject areas in 2026.
- **Reading Comprehension Anchor:** Science momentum (+2.4%) validates visual-heavy and experiential learning approaches.
- **Targeted Language Intervention:** Math and ELA require continued language scaffold integration alongside core content standards.

SUBGROUP DEEP DIVE

Economic Disadvantage & Hispanic Subgroup Performance

Free/Reduced Lunch Status

Code / Group	ELA (% L3/4)	Math (% L3/4)
0 (Paid Lunch)	46.2%	36.8%
1 (Free/Reduced)	26.1%	19.4%
Achievement Gap	-20.1%	-17.4%

Free/Reduced Lunch eligible cohort makes up over ~70% of USD 457 test takers; bridging this 20-point gap is critical for district-level gains.

Hispanic Ethnicity Breakdown

Code / Ethnicity	ELA (% L3/4)	Math (% L3/4)
0 (Non-Hispanic)	44.5%	35.2%
1 (Hispanic)	27.3%	20.1%
Achievement Gap	-17.2%	-15.1%

Hispanic subgroup proficiency shows a +1.5% YoY improvement in ELA, closing the gap slightly with district-wide gains.

INTERSECTIONAL DEMOGRAPHIC ANALYSIS

Poverty & Ethnicity: Comparing Low-Income Peers

Controlling for Socioeconomic Status: Isolating students on Free & Reduced Lunch reveals a persistent 9% to 12% proficiency gap between White students in poverty and Hispanic students in poverty across all subjects.

ELA (2026)

White in Poverty	36.4%
Hispanic in Poverty	25.7%

10.7% Gap

Math (2026)

White in Poverty	28.1%
Hispanic in Poverty	18.7%

9.4% Gap

Science (2026)

White in Poverty	32.4%
Hispanic in Poverty	20.1%

12.3% Gap

ROOT CAUSE ANALYSIS: LANGUAGE VS. POVERTY

Unpacking the Gap: Active ESOL Impact

Key Discovery: When controlling for English language proficiency, Hispanic Non-ESOL students in poverty perform virtually identically to White students in poverty in ELA (34.7% vs 36.4%) and close the gap in Science.

2026 Level 3 & Level 4 Proficiency by Socioeconomic & ESOL Status

Cohort (All Low-Income / Free & Reduced)	ELA %	Math %	Science %
White (Low-Income)	36.4%	28.1%	32.4%
Hispanic Non-ESOL (Low-Income)	34.7%	23.3%	27.6%
Hispanic Active ESOL (Low-Income)	12.0%	11.5%	8.1%

Primary Takeaway

The apparent "racial gap" is actually a language acquisition gap. Testing in a developing second language creates an ~22% score drop.

Strategic Mandate

Targeted ESOL/ELL language immersion and vocabulary scaffolding represents the single highest-leverage investment for district-wide growth.

SUBGROUP DEEP DIVE

Gender Breakdown & Subgroup Cross-Analysis

♀ Female Students

36.2% ELA L3/4

22.8% Math L3/4

Female cohort maintains a +7.8% advantage in ELA proficiency across all grade bands.

♂ Male Students

28.4% ELA L3/4

26.7% Math L3/4

Male cohort leads Math proficiency by +3.9%, showing notable gains in middle school math.

Subgroup Action Priority

Targeted tier-2 support must address the intersection of Active ELL (Code 1) and Free/Reduced Lunch (Code 1) males in 4th and 5th grades, where ELA proficiency gaps are widest.

BENCHMARK COMPARISON • REGIONAL

Garden City vs. Local Neighboring School Districts

Comparison of Level 3 & 4 Proficiency (% Proficient/Advanced) across Southwest Kansas regional peer districts (2025–2026 KAP).

District Name	USD #	ELA (% L3/4)	Math (% L3/4)	Science (% L3/4)	Demographic & Regional Context
Garden City	**457**	**32.4%**	**24.8%**	**26.8%**	**Largest SW-KS population; highest ELL/Low-Income %**
Holcomb	363	38.5%	33.1%	31.2%	Adjacent district; lower ELL concentration (~22%)
Dodge City	443	31.0%	22.6%	24.1%	Direct peer in high ELL/Hispanic demographic profile
Liberal	480	28.7%	21.4%	22.5%	SW-KS peer district with similar high-poverty index

Regional Insight: Garden City outperforms direct high-density peer districts (Dodge City USD 443 and Liberal USD 480) across all three assessed subjects.

BENCHMARK COMPARISON • PEER SUBGROUPS

Subgroup Performance vs. Regional Peers

Active ELL (% L3/4)

District	ELA	Math
Garden City (457)	11.2%	10.4%
Dodge City (443)	10.5%	9.6%
Liberal (480)	9.1%	8.8%

Hispanic Subgroup (% L3/4)

District	ELA	Math
Garden City (457)	27.3%	20.1%
Dodge City (443)	26.8%	18.5%
Liberal (480)	25.4%	17.2%

Free/Reduced Lunch (% L3/4)

District	ELA	Math
Garden City (457)	26.1%	19.4%
Dodge City (443)	25.2%	17.8%
Liberal (480)	24.0%	16.5%

Comparative Edge: Garden City leads both Dodge City and Liberal across all three key subgroup indicators: Active ELLs, Hispanic students, and Economically Disadvantaged cohorts.

BENCHMARK COMPARISON • WAC LEAGUE

Western Athletic Conference (WAC) League Standings

KAP Level 3 & 4 Proficiency Comparison across Western Athletic Conference member districts.

WAC Member District	USD #	ELA (% L3/4)	Math (% L3/4)	Science (% L3/4)	WAC Academic Profile
Hays	489	47.8%	40.2%	39.1%	Leads WAC League in proficiency; lowest ELL %
Great Bend	428	36.4%	28.5%	29.0%	Mid-size WAC district; steady growth in ELA
Garden City	**457**	**32.4%**	**24.8%**	**26.8%**	**3rd in WAC ELA & Math; strongest Science YoY gain (+7.5%)**
Dodge City	443	31.0%	22.6%	24.1%	4th in WAC League performance benchmarks
Liberal	480	28.7%	21.4%	22.5%	5th in WAC League performance benchmarks

League Dynamic: Garden City holds 3rd place in the WAC League overall, serving as the top performing high-density diversity district in the conference.

BENCHMARK COMPARISON • STATE OVERALL

USD 457 vs. Kansas State Baseline Performance

ELA Proficiency (L3/4)

USD 457	KS STATE AVG
32.4%	46.0%

State Gap: -13.6%

Math Proficiency (L3/4)

USD 457	KS STATE AVG
24.8%	41.0%

State Gap: -16.2%

Science Proficiency (L3/4)

USD 457	KS STATE AVG
26.8%	38.5%

State Gap: -11.7%

⚖Contextual Demographic Adjustment

While Garden City trails overall state averages, USD 457's rate of growth in Science (+7.5%) and 6th grade Math (+7.7%) significantly outpaced the state's average growth rate (+1.46% ELA, +2.27% Math).

BOARD ACTION & STRATEGY

Strategic Action Plan & Board Recommendations

1. Targeted Subgroup Focus

Deploy language-sheltered instruction for Active ELLs (Code 1) to accelerate exit into high-performing Monitored status (Codes 7/8).

2. WAC & Regional Growth

Maintain 3rd position momentum in WAC League by replicating top-performing elementary Math models across all buildings.

3. Closing State Gap

Address the 20% Free/Reduced lunch gap to move district-wide ELA and Math proficiency closer to Kansas overall state baselines.

USD 457 BOARD OF EDUCATION

Strategic Focus: Accelerating Growth & Closing Gaps

Continuing building-level momentum, targeted math interventions, and expanded language acquisition frameworks for 2026–2027.

Questions & Discussion

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Roy Cessna, Public Information Coordinator
DATE: 11/9/2026
RE: Purchase of Two-Way Handheld Radios

ISSUE:

The Board of Education is asked to consider and approve a bid to purchase 130 Two-Way Radios to upgrade from the current radios that are being used across the school district.

BACKGROUND:

The majority of the handheld radios that are being used across the school district are more than 20 years old, and we are starting to have major issues with them. The City of Garden City also informed us that the transmitter the radios use to communicate will be shut down in the near future due to the age of the transmitter.

We need to update to radios that will be programmed on the state system backbone. This is a digital system compared to the analog system with the current radios that we are using across the district.

We have tested a number of radios that we are looking at purchasing, and they provide very clear communication and can transmit at any location around the school district. The radios also align with our Crisis Management plan, where we will be able to communicate with first responders in an emergency.

We sent out Requests for Bids for 130 XTS1500 Motorola two-way handheld radios. We received two bids for consideration. The bids were opened on Wednesday, November 4, 2026.

The low bid was received from Command Communications for $18,492.35.

ALTERNATIVES:

1. The Board of Education may approve the bid from Command Communications to purchase 130 XTS1500 Motorola two-way handheld radios for $18,492.35.
2. The Board of Education may not approve the bid from Command Communications to purchase 130 XTS1500 Motorola two-way handheld radios for $18,492.35.
3. The Board of Education can provide additional direction on the purchase of 130 two-way handheld radios.

RECOMMENDATION:

Staff recommends the Board of Education approve the bid for 130 XTS1500 Motorola handheld radios from Command Communications for $18,492.35.

FISCAL NOTE:

The purchase of the radios will be made from budgeted funds in the account: DW Furniture & Equipment. Account Number: 16 E 1000 730 0000 021 002 01

ATTACHMENTS:

Bid Packet
VLS Communications Bid
Command Communications Bid

Bidders List
Motorola Radios

Command Communications
Kevin Brost
416 Woodline Drive
Spring, TX 77386
kevin.brost@cmdcomm.com

First Wireless, Inc.
Doug Kreutzer
13444 L Street
Omaha, NE 68137
DougK@firstwirelessinc.com

Snyder Radio Service, Inc.
Scott Snyder
2307 W. Mary Street
Garden City, KS 67846
snyderradio@kscoxmail.com

VLS Communications
Vance Scott
15023 180 Avenue
Collyer, KS 67631
vlscommunications@hotmail.com

BID OPENING: 11/4/2026

Bid Tabulations
Motorola Radios

Bid Opening: November 4, 2026 Bid 2026-05

Vendor	Bid	Alternate: W/ Programming	
Command Communications	**$18,492.35**	**$20,442.35**	**Used Radios**
First Wireless, Inc.	**No Bid**	**No Bid**	
Snyder Radio Service, Inc.	**No Bid**	**No Bid**	
VLS Communications	**$50,700.00**	**$53,300.00**	**Used Radios**

RECOMMENDATION: To accept the bid from Command Communications, in the amount of $18,492.35.

Payment to be made from budgeted funds in account: DW Furniture & Equipment
16 E 1000 730 0000 021 002 01

GARDEN CITY PUBLIC SCHOOLS

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

BID FORM

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

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

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

Vendor Name: VLS Communications INC.

Total Bid Price: (130) Motorola Radios $50,700
with Programming $53,300

How long to receive these (calendar days): 30-45

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

Signature: _____ Date: 10-23-26

Printed Name: Vance Scott Title: Pres./Owner

Email: VLScommunications@hotmail.com

Addenda to Bid (Y/N) _____

GARDEN CITY PUBLIC SCHOOLS

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

BID FORM

☐ BIDDER IS AN INDIVIDUAL-

Name of Individual: _____

Name of Business: _____

Mailing Address: _____

Business Phone No.: _____

Business Fax No.: _____

☐ BIDDER IS A PARTNERSHIP-

Name of Partnership: _____

Names of Principal Partners: _____

Mailing Address: _____

Business Phone No.: _____

Business Fax No.: _____

The full names of all partners: _____

☐ BIDDER IS A CORPORATION-

Full Corporation Name: VLS Communications Inc.

State of Incorporation: Kansas

Mailing Address: 15027 180th Ave. Collyer, KS 67631

Business Phone No.: 785-743-2179

~~Business Fax No.~~: cell 785-567-6032

Name & Address of Resident Agent: Same
Vance Scott

VLS Communications inc.

Vendor: VLS Communications inc.
Attn. Vance Scott
15023 180th Ave
Collyer, KS 67631
Phone: 785-743-2179 Cell: 785-567-6032
vlscommunications@hotmail.com

Date: October 23, 2026

MOTOROLA Authorized Two-Way Radio Dealer

Customer: USD 457
Garden City Public Schools

Quote No.: 102326VS2

Quote Description: Radio Quote NO PROGRAMMING

Qty	Part Number	Description	Each	Extended
130	H66UCD9PW5AN	USED XTS1500 Model 1.5 800 MHZ RADIO (INCLUDES: NEW AFTERMARKET BATTERY, USED CHARGER, CLIP, ANTENNA, DUST COVER)	$ 390.00	$ 50,700.00

Notes:

Estimated delivery of radios approximatly 30-45 days from approval of quote.
Programming not included.
Radios will have a 90 day warranty from date of quote approval.
Radios will be hand delivered in person at no additional charge.
No installation services are quoted or included in this quote.
Portable radio accessories may be used or new.
All radios listed are capable of working on the KS State Trunking System.

PLEASE DO NOT PAY FROM QUOTE.

Quotes valid for 30 days. Taxes or shipping if applicable may be added to invoice totals.

To accept this quote please fill out lines below and return.
Printed Name:
Signature:
Title:
Date:

Total **$ 50,700.00**

VLS Communications inc.

Vendor: VLS Communications inc.
Date: Attn. Vance Scott
October 23, 2026 15023 180th Ave
Collyer, KS 67631
Phone: 785-743-2179 Cell: 785-567-6032
vlscommunications@hotmail.com

MOTOROLA
Authorized Two-Way Radio Dealer

Customer: USD 457
Garden City Public Schools

Quote No.: 102326VS3

Quote Description: Radio Quote WITH PROGRAMMING

Qty	Part Number	Description	Each	Extended
130	H66UCD9PW5AN	USED XTS1500 Model 1.5 800 MHZ RADIO (INCLUDES: NEW AFTERMARKET BATTERY, USED CHARGER, CLIP, ANTENNA, DUST COVER)	$ 390.00	$ 50,700.00
130		RADIO PROGRAMMING IF DONE AT TIME OF PURCHASE. INCLUDES ALIGNMENT/OPTIMIZATION.	$ 20.00	$ 2,600.00

Notes:
Estimated delivery of radios approximatly 30-45 days from approval of quote.
Programming Price only valid with radio purchase.
Radios will have a 90 day warranty from date of quote approval.
Radios will be hand delivered in person at no additional charge.
No installation services are quoted or included in this quote.
Portable radio accessories may be used or new.
All radios listed are capable of working on the KS State Trunking System.
Sample radio may need to be provided for programming reference.

PLEASE DO NOT PAY FROM QUOTE.

Quotes valid for 30 days. Taxes or shipping if applicable may be added to invoice totals.

To accept this quote please fill out lines below and return.
Printed Name:
Signature:
Title:
Date:

Total **$ 53,300.00**

USD 457
GARDEN CITY
PUBLIC SCHOOLS

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

October 21, 2026

The Board of Education, Unified School District #457, is requesting bids for **(130) New/Used Motorola XTS1500 Radios.** Bids must be mailed, emailed, or delivered to the office of the Financial Officer **by 2:00PM Wednesday, November 4th, 2026**, and will be publicly opened at that time. Board action will be taken on **Monday, November 9th, 2026** at the regular school board meeting. A bid specification sheet is attached and the following conditions apply:

- Pricing shall be FOB Garden City, KS.
- Award will be all to ONE vendor.
- The District reserves the right to reject any or all bids, to waive any informalities, irregularities or technical defects in bids, and unless otherwise specified by the District to accept any item or groups of items in the bid, as may be in the best interest of the District.
- Time (days, weeks, etc.) required for delivery is a significant consideration with respect to this award process. The time required for delivery must be indicated in the space provided or your bid may be found non-responsive and may not be considered.
- Bid shall include copies of pertinent warranty information pertaining to the product offered. The bidder agrees that equipment furnished under any resultant purchase order issued by Garden City Kansas Public Schools shall be covered by commercial warranties the contractor gives to any customer for such supplies. All warranty information and certificates shall be furnished and become the property of the District upon delivery and acceptance of said items and/or the contractor must honor services and all rights and remedies stated in the warranties.
- All items are new manufacture unless otherwise specifically stated in this bid.
- All installations will be warrantied for a year beyond substantial completion.
- All products must have passed the first line quality standard as set by the manufacturer and no seconds, blemished articles or items having defective workmanship are included.
- Bidder shall notify the District immediately of any changes to specifications made by the manufacturer for the equipment listed.
- Bid may not be considered if a service charge, minimum dollar or minimum quantity order is applied.
- Bidder shall acknowledge all addenda for this bid and include the form acknowledgements with their bid.
- Bids are to be sealed and marked "**BID – Motorola Radios**".

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

Bids are to be sent to:

Jessica Nothern, Financial Officer
USD 457
1205 Fleming
Garden City, KS 67846

OR ***jnothern@gckschools.com***

If you should have any questions regarding this bid or the specifications, please contact me at 620-805-7007.

Best regards,

Jessica Nothern

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

BID SPECIFICATIONS

Specifications: The Following specifications are to serve as the minimum requirements for this solicitation, and should not be construed to exclude any other brand or model. Feel free to quote a comparable model/brand.

**Please see attached specification sheet for additional details.

GARDEN CITY PUBLIC SCHOOLS USD 457

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

BID FORM

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

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

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

Vendor Name: Command Communications

Total Bid Price: (130) Motorola Radios $18,492.35

Add $1,950.00 for us to program the radios

How long to receive these (calendar days): 21-30 Days

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

Signature: Kevin Brost Date: 10-2-2026

Printed Name: Kevin Brost Title: CEO

Email: Kevin.Brost@cmdcomm.com

Addenda to Bid (Y/N) Y

GARDEN CITY PUBLIC SCHOOLS
USD 457

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

Bidders Signature: Kevin Brost

Addenda #: U-ASD-457

Date: 10-2-2026

GARDEN CITY PUBLIC SCHOOLS USD 457

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

BID FORM

☐ BIDDER IS AN INDIVIDUAL-

Name of Individual: _____

Name of Business: _____

Mailing Address: _____

Business Phone No.: _____

Business Fax No.: _____

☐ BIDDER IS A PARTNERSHIP-

Name of Partnership: _____

Names of Principal Partners: _____

Mailing Address: _____

Business Phone No.: _____

Business Fax No.: _____

The full names of all partners: _____

☐ BIDDER IS A CORPORATION-

Full Corporation Name: **Command Communications**

State of Incorporation: **Texas**

Mailing Address: **416 Woodline Drive Spring,TX 77386**

Business Phone No.: **281-363-3205**

Business Fax No.: **281-363-3206**

Name & Address of Resident Agent: **Kevin Brost**

416 Woodline Drive Spring,TX 77386

GARDEN CITY USD 457 PUBLIC SCHOOLS

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

ATTACHMENT A-USD 457 STANDARD TERMS AND CONDITIONS

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by the District within this bid document. The District reserves the right to reject any bid which takes exception to these terms and conditions.

2. DEFINITIONS AS USED HEREIN:
   a. The term "bid request" means a solicitation of a formal sealed bid.
   b. The term "bid" means the price offered by the bidder.
   c. The term "bidder" means the offeror or vendor.
   d. The term "District" means Unified School District No. 457.
   e. The term "Board of Education" or "BOE" means the governing body of Unified School District No. 457.

3. COMPLETING BID: Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.

4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid (Number)." Do NOT indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.

5. ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of the District. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.

6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Business Office located at the Educational Support Center, 1205 Fleming St, Garden City, KS prior to the date and time indicated on the cover sheet.

7. ADDENDA: All changes in connection with this bid will be issued by the Business Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.

8. LATE BIDS AND MODIFICATION OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.

9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by the District within sixty (60) calendar days after the bid opening.

GARDEN CITY USD 457 PUBLIC SCHOOLS

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1205 Fleming St
Garden City, KS 67846
jnothern@gckschools.com
(620) 805-7007

10. EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the District.

11 NEW MATERIALS, SUPPLIES AND EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.

12. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the District by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Proposal.

13. METHOD OF AWARD AND NOTIFICATION: Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the District.

14. The District reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or

nothing "basis if the bid is clearly designed as such or when it is determined to be in the best interest of the District.

15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by the District of a Purchase Order or other contractual document.

16. DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.

17. DAMAGED AND/OR LATE SHIPMENTS: The District has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Vendor is responsible to notify the District of any late or delayed shipments. The District reserves the right to cancel all or any part of an order if the shipment is not made as promised.

18. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.

19. SELLER'S INVOICE: Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.

20. TAX EXEMPT: The District is exempt from Federal, State and local taxes by KS-95R26L52. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.

21. SAFETY: All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

GARDEN CITY PUBLIC SCHOOLS USD 457

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

22. DISCLAIMER OR LIABILITY: The District will not hold harmless or indemnify any bidder for any liability whatsoever.

23. TERMINATION RIGHTS: The District shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the vendor.

24. HOLD HARMLESS: The vendor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities or every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

NO MUTUAL INDEMNIFICATION:

K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.

(a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.

(b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.

(c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.

25. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

26. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.

27. Each bid that must be accompanied by a bid bond that is equal to 5% of the total base bid, payable to Garden City Public Schools – USD 457.

28. For all projects that exceed $100,000 a performance and payment bond must be included in the bid price.

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

Thank you for your consideration in bidding this for USD 457. Please reach out if you have any questions.

Sincerely,

Jessica Nothern
Chief Financial Officer
Garden City Public Schools - USD 457

USD # 457

1205 Fleming Street

Garden City, KS 67846

October 15, 2026

Specifications and equipment for: 130 new/used Motorola XTS1500 7/800Mhz & ADP Encryption KSICS Options – Radio, New Battery, Antenna, Belt Clip, Rapid Charger, Warranty, and Shipping.

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

Minimum: is the least acceptable requirement for that item.

Required: Any deviation must be noted.

Requested Specifications:

- New/Used Radios
- 130 - Motorola XTS1500 7/800 Mhz
- ADP Encryption KSICS Options
- New Battery
- Antenna
- Belt Clip
- Rapid Charger
- Warranty
- Shipping

* Alternate: Include cost of Programming

MEMORANDUM

TO: Board of Education
THRU: **Josh Guymon**
FROM: **Gina Galpin, Director of Special Education**
DATE: **11/04/2026**
RE: **TNTP Grant**

ISSUE:

The Board of Education is asked to consider and approve the contract with The New Teacher Project (TNTP) to work with Victor Ornelas and Alta Brown for Targeted Support for Improvement (TSI) and Additional Targeted Support for Improvement (ATSI) to ensure subgroups receive high-quality instruction to increase student achievement.

BACKGROUND:

KSDE provides grant money to fund targeted support for buildings on improvement. Alta Brown (TSI) and Victor Ornelas (ATSI) were recently identified for their state assessment results for students with one or more disabilities (IDEA). KSDE approved a grant to pay TNTP to work with AB and VO from October 2026 through September 2027. The goal of this work is to improve special education outcomes through Tier 1 (core instruction) and within the special education resource settings. The KSDE grant will fully fund the contract with TNTP. TNTP will provide in-person and virtual support through data collection, professional development, observations, feedback, and coaching. In addition to AB and VO, KSDE and TNTP would like to add additional grant money to Abe Hubert's original grant for a coherence scorecard that was not included in the original contract for AHE. The coherence scorecard will be utilized across all three buildings for diagnostic work that includes reviewing assignments, observing instruction across tiers, and gathering teacher and student perspectives and insights. KSDE will reimburse USD 457 for the full amount of the contract.

RECOMMENDATION:

It is recommended that the BOE approve the TNTP contract.

FISCAL NOTE:

The amount of the TNTP contract is 262,455 for AB and VO with an additional $30,924 for AHE. The KSDE grant will reimburse USD 457 for the full amount of the contract totaling $293,379.

ATTACHMENTS:

The contract is attached.

KSDE Federally Identified Schools Pilot Overview

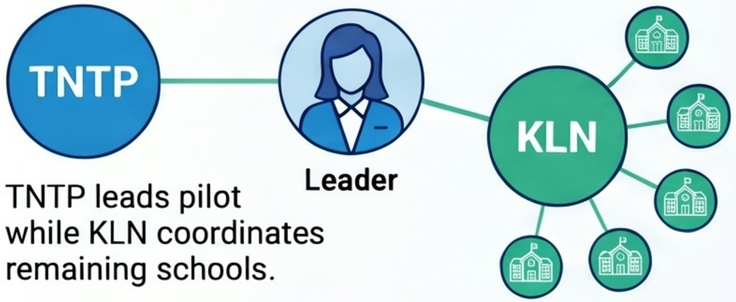
PROGRAM OVERVIEW & PARTNERSHIPS

Quality Instruction Focus

KSDE pilot targets instruction using high-quality materials.



Statewide Partner Alignment



TNTP leads pilot while KLN coordinates remaining schools.

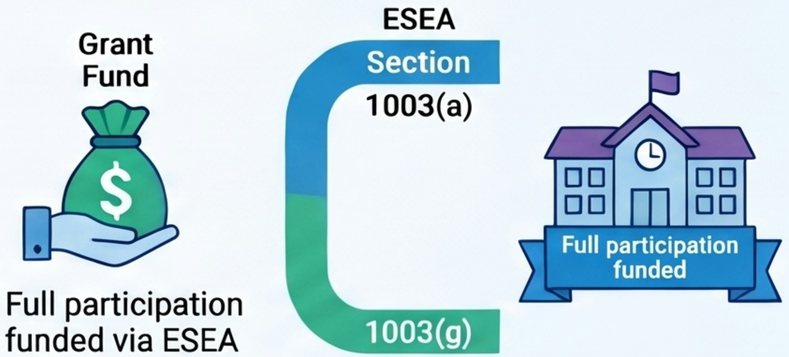


Based on Emerging Success at Abe Hubert

Garden City opted in with Victor Ornales and Alta Brown.

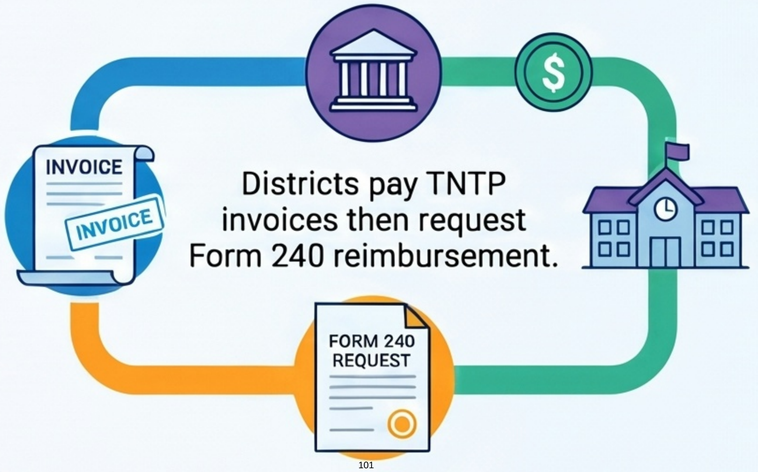
FUNDING & REIMBURSEMENT STRUCTURE

ESEA Grant Funding



Full participation funded via ESEA Section 1003(a) and 1003(g).

Reimbursement Drawdown Process



PRINCIPAL COHORT ACTIVITIES

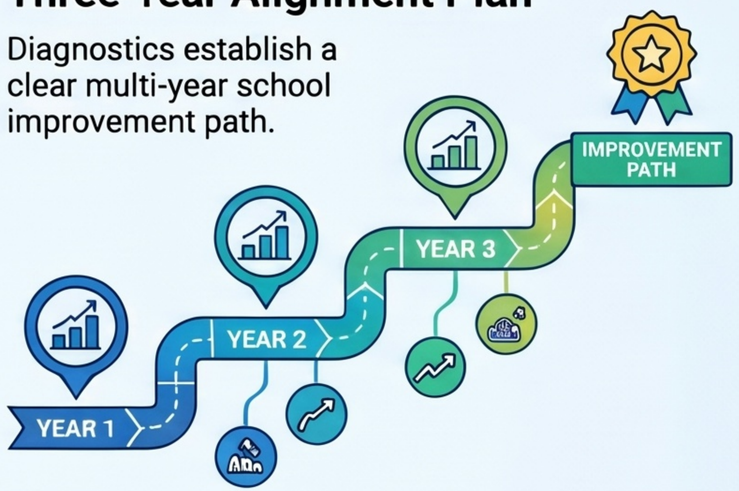
Instructional Site Diagnostics



Spring site visits assess current school instructional state.

Three-Year Alignment Plan

Diagnostics establish a clear multi-year school improvement path.



Gemini Notebook

THIS SERVICES AGREEMENT (this "**Agreement**") is made by and between TNTP, Inc., a Delaware nonprofit corporation organized and operated exclusively for charitable and educational purposes and qualifies for exemption from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and is further classified as a public charity within the meaning of Section 509(a)(1) of the Code, with its principal office at 500 7th Avenue, 8th Floor, New York, New York 10018 ("**TNTP**"), and Unified School District No. 457, Finney County, Kansas (Garden City Public Schools), with its principal office at 1205 Fleming Street, Garden City, KS 67846 (the "**Client**"). This Agreement shall be effective as of the later of the dates beneath the parties' signatures below (the "**Effective Date**"). This Agreement consists of the following terms, as well as the Scope of Services in the attached Schedule A.

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

Section 1. **Term and Services.**

For the period commencing on the Effective Date until **September 30, 2027** (the "**Term**"), TNTP agrees to provide services for the Client as specified in the services stated in Schedule A ("**TNTP's Services,**" "**Scope of Services**," or **"Services"**). The Services may include the provision of documentation, reports, analysis, and other content ("**Deliverables**"). TNTP's Services will be considered accepted upon the Effective Date or upon commencement of the Services at Client's direction following Client's instructions to commence Services under this Agreement. TNTP will use its reasonable efforts to achieve the deadlines for Services, if any, set forth in any timetable and/or dates for delivery contained in Schedule A. TNTP may, upon written notice to Client, subcontract any portion of the Services in its sole discretion; provided, however, that TNTP shall remain responsible for the performance of each subcontractor and shall bind each subcontractor in writing to the confidentiality, data privacy, and federal funding requirements of this Agreement.

TNTP has developed a suite of surveys ("TNTP's Insight Surveys") and created the TNTP analysis methodology (the "TNTP Analysis"), which will provide the Client with access to the feedback and experiences of stakeholders across a school community to help leaders improve the instructional practices, learning experiences, and/or assess materials at their schools. TNTP's Insight Surveys and the TNTP Analysis are collectively referred to herein as "TNTP's Insight Services".

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

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

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

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

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

Each party represents and warrants that it:

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

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

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

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

Disclaimer of Warranties. EXCEPT AS PROVIDED IN THIS SECTION 3, THE SERVICES, DELIVERABLES, AND TNTP THIRD PARTY MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. TNTP DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. TNTP warrants that it will perform the Services in a professional and workmanlike manner consistent with generally accepted industry standards, using personnel with the skills and experience appropriate to the Services. Client must provide TNTP written notice of any alleged nonconformance within thirty (30) days after performance of the applicable Services, describing the deficiency in reasonable detail. TNTP will use commercially reasonable efforts to re-perform any nonconforming Services at no additional charge. TNTP will have no obligation to re-perform to the extent issues arise from Client-provided materials, directions, or third parties.

Section 4. **Payment and Invoicing.**

The Client shall pay TNTP a fee for TNTP's Services (the "Client Fee"). TNTP shall invoice the Client for the Client Fee as described in Schedule A.

TNTP's failure to timely invoice will not constitute a waiver of any of TNTP's rights hereunder or constitute a breach by TNTP of this Agreement. The invoice is due and payable by ACH, wire transfer, or check within thirty (30) days of Client's receipt of the invoice, without regard to any delay for purchase order or invoice reference. Client will validate any changes to ACH or wire payments by contacting TNTP at ar@tntp.org. Interest on undisputed amounts that remain unpaid more than thirty (30) days after Client's receipt of the invoice, if any, shall accrue only as and to the extent permitted by applicable Kansas law.

Client agrees to provide, for inclusion in each Scope of Services, the specific information that must be included on an invoice (e.g., a Purchase Order Number or other reference). Each invoice shall identify the Services performed, by school and by funding source, in sufficient detail to support Client's request for reimbursement from the Kansas State Department of Education ("KSDE"). If there are disputed amounts on any invoice, the balance of such invoice, after deducting any disputed amounts, shall be paid in full when due and payable, and the disputed amounts shall be presented to TNTP for resolution as soon as such disputed amounts have been determined by the Client. Once resolved, Client will promptly pay any disputed amounts to TNTP without the need for TNTP to issue an additional invoice.

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

Financial Contacts:

For TNTP: TNTP Accounts Receivable

ar@tntp.org

For Client:

Client Contact (General)

_____ (Name)

_____ (Title)

_____ (Email Address)

Billing/Payment Contact

_____ (Name)

_____ (Title)

_____ (Email Address)

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

Section 5. Independent Contractor.

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

Section 6. Termination; Survival.

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

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

Availability of Funds. Client is a Kansas unified school district subject to the Kansas cash-basis and budget laws, and the Services are funded through federal school improvement funds made available to Client by KSDE on a reimbursement basis. Client's payment obligations under this Agreement are contingent upon the appropriation and availability of funds for that purpose, including the continued availability of such federal funds. If such funds are not appropriated, or are terminated, reduced, or otherwise made unavailable, Client may terminate this Agreement, in whole or in part, upon written notice to TNTP, and Client's sole obligation shall be to pay TNTP for Services properly performed and non-cancelable expenses reasonably incurred through the effective date of termination. Nothing in this Agreement shall be construed to create an obligation of Client in violation of the Kansas cash-basis law, K.S.A. 10-1101 et seq.

Sections 3 (Representations and Warranties; Disclaimer), 4 (Payment and Invoicing), 6 (Termination; Survival), 7 (Indemnification, Exclusion of Certain Damages, Limitation of Liability, Subpoenas, and Insurance Coverage), 8 (Intellectual

Property Rights (IRPs)), 9 (Promotional Materials and Publicity), 10 (Data), 11 (Confidentiality) and 12 (Miscellaneous), and terms of Schedule A that expressly survive termination, will survive expiration or termination of this Agreement.

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

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

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

7.2 Exclusion of Certain Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TNTP BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT OR ITS PERFORMANCE. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER TNTP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE. THE FOREGOING EXCLUSION DOES NOT APPLY TO CLAIMS RELATED TO TNTP'S FRAUD OR INTENTIONAL MISCONDUCT, TNTP'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7.1, OR TNTP'S DATA SECURITY AND BREACH NOTICE OBLIGATIONS UNDER SECTION 10.1.

7.3 Limitation of Liability. NOTWITHSTANDING ANY DAMAGES THAT CLIENT MIGHT INCUR UNDER THIS AGREEMENT FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DIRECT DAMAGES), TNTP'S ENTIRE LIABILITY UNDER THIS AGREEMENT AND CLIENT'S EXCLUSIVE REMEDY UNDER THIS AGREEMENT WILL BE LIMITED TO THE CLIENT FEES PAID TO TNTP UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

NOTWITHSTANDING ANY DAMAGES THAT TNTP MIGHT INCUR UNDER THIS AGREEMENT FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DIRECT DAMAGES), CLIENT's ENTIRE LIABILITY UNDER THIS AGREEMENT AND TNTP's EXCLUSIVE REMEDY UNDER THIS AGREEMENT WILL BE LIMITED TO THE CLIENT FEES PAID TO TNTP UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

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

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

Section 8. Intellectual Property Rights (IPR).

8.1 Ownership by TNTP.

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

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

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

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

8.2 License to Work Product. Subject to Client's payment in full to TNTP for the Services, TNTP grants Client the following limited, revocable, non-commercial, non-exclusive, non-transferable, non-sublicensable license, to use the Work Product provided as part of the Scope of Services and any TNTP IPR that is necessarily included in Work Product, solely for Client's own internal business operations, trainings, and analysis in connection with the Scope of Services, including reporting to Client's Board of Education and to KSDE regarding the Services. Client agrees not to disclose the Work Product or any TNTP IPR included therein to any third party except as otherwise permitted under this Agreement. The license to work product shall not be revoked by TNTP without notice and good cause shown, if Client has paid in full.

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

8.4 License to the Client for Insight. Subject to the Client's compliance with the terms and conditions of this Agreement, TNTP grants the Client the following limited, revocable non-exclusive, non-transferable, non-sublicensable license, to:

a. discuss and use (but not modify, recreate, reproduce or administer) all or any part of TNTP's Insight Survey results as contained in the Work (but not in TNTP's Insight Surveys) and all or any part of any material contained therein and prepared therefor, whether or not used therein, solely for its internal professional development and improvement purposes.

b. present the training content provided by TNTP in the TNTP trainings to Client staff ("Training Content"); provided, that any written materials that the Client distributes, and which incorporate the training content be on the Client's letterhead.

Section 9. Promotional Materials and Publicity.

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

Section 10. Data.

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

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

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

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

All Personally Identifiable Information will be destroyed within sixty (60) days of the termination of this Agreement. In furtherance of the Services, TNTP may use video, sound, or other recordings ("**Recordings**") of any of TNTP's Services in its sole discretion and for its legitimate business purposes in perpetuity so long as the recording is made pursuant to all applicable laws relating to confidentiality and protected information. Notwithstanding the foregoing, any Recording that captures a student, or from which a student may be identified, shall be treated as Personally Identifiable Information, shall be used solely to perform the Services, and shall be destroyed in accordance with this Section 10.1.

Separate from the parties' obligations with respect to Student Data, Client agrees not to send TNTP any data that can identify an individual ("**Personal Data**") unless the parties otherwise mutually agree that it is a requirement in order to effectuate the provision of TNTP's Services under this Agreement. In such circumstances, the parties shall comply with the obligations imposed by applicable data privacy legislation and this Agreement. In providing TNTP with Personal Data, Client will be acting

as the data controller and will confirm that Client has complied with applicable law and obtained all necessary consents for lawful processing, including in connection with any transfer of Client's Personal Data.

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

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

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

10.3 License to TNTP.

Client grants TNTP a non-exclusive, royalty-free license to use de-identified and aggregated Data solely to perform the Services and to improve TNTP's services. De-identification shall meet the standard of FERPA (34 C.F.R. § 99.31(b)) and the Kansas Student Data Privacy Act. TNTP shall not publish, present, or disclose any Data identifying Client, or share Data with funders or other third parties, without Client's prior written consent. TNTP shall not sell Data under any circumstances.

10.4 Client Partners. Notwithstanding Section 10.3, Client grants TNTP permission to share de-identified, aggregate Data, and aggregate results and reports derived from the Services, with KSDE for purposes of KSDE's administration, monitoring, and evaluation of the Federally Identified Schools Pilot and the federal funds supporting the Services. Data shared with KSDE shall not include Personally Identifiable Information or Personal Data and shall apply small-cell suppression consistent with KSDE's student data privacy reporting standards. TNTP shall not share Data with any other third-party researcher, evaluator, partner, or funder without Client's prior written consent under Section 10.3.

10.5 Client Partners for Insight.

a. TNTP grants the Client permission to share TNTP's Insight Survey results and TNTP Analysis derived therefrom with third party researchers and funders designated by the Client upon execution of a non-disclosure agreement between the third party and TNTP.

b. The Client grants TNTP permission to share the Client Data and TNTP's Insight Survey results and TNTP's Insight Services Analysis derived therefrom with third party researchers and funders designated by the Client upon receiving written permission (including permission through electronic mail) from the Client.

Exemplar Models for Insight. Should TNTP's Insight Survey results indicate high outcomes on any measured TNTP's Insight Services component, including but not limited to the index score, domain score, or individual item on the survey, TNTP may, with Client's prior written consent, identify the participating school in connection with the specific topic area as an exemplar model.

Section 11. Confidentiality.

Each party agrees that it shall neither disclose any confidential information of the other party to third parties nor use any confidential information of the other party in any manner other than as contemplated by the Agreement. "**Confidential Information**" is any information marked confidential by a party or information that by its nature or the context of its disclosure ought to be treated as confidential information. The following types of information, however marked or designated, are not Confidential Information: (a) information that is, or becomes, lawfully and publicly available without a breach of this Section; (b) information that was lawfully known to the recipient of the information without an obligation to keep it confidential; (c) information that is received from another source who can disclose it lawfully and without an obligation to keep it confidential; or (d) information that is independently developed. The parties agree that any disclosure of Confidential Information shall be made available only to its employees, officers, directors, financial and legal advisors, agents, or representatives ("**Representatives**") who need to know in order to further the purpose of the services addressed in this Agreement and as

required by applicable law. The parties further agree to inform its Representatives of the confidential nature of the Confidential Information and direct them to treat the Confidential Information in accordance with the terms of this Agreement. The parties acknowledge that irreparable injury and damage may result from disclosure of the Confidential Information to unauthorized third parties or from utilization of the Confidential Information for purposes other than those connected with TNTP's Services. Notwithstanding anything in this Agreement to the contrary, TNTP acknowledges that Client is a public entity subject to the Kansas Open Records Act, K.S.A. 45-215 et seq., and the Kansas Open Meetings Act, K.S.A. 75-4317 et seq., and that this Agreement will be presented to Client's Board of Education in an open meeting. Nothing in this Agreement shall prevent or restrict Client from making any disclosure required by those Acts or other applicable law, and no such disclosure shall constitute a breach of this Agreement. Client will make reasonable efforts to notify TNTP of any request for records that TNTP has marked as confidential.

Section 12. Miscellaneous.

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

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

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

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

e. All notices required by this Agreement will be in writing and either personally delivered or mailed to such party at its address specified on the first page of this Agreement or to such other address as such party may designate by notice given in accordance herewith. All notices will be deemed given when delivered. If to TNTP, the notice will be to George Battle, General Counsel. If to Client, the notice will be to the Superintendent of Schools, with a copy to Jennifer V. Cunningham, Morris, Laing, Evans, Brock & Kennedy, Chartered, 312 N. 8th Street, Suite A, Garden City, Kansas 67846.

f. This Agreement will be governed by Kansas law without reference to conflicts of laws principles. The parties agree and consent to the exclusive jurisdiction of and venue in the District Court of Finney County, Kansas, or the United States District Court for the District of Kansas, in all disputes arising out of or relating to this Agreement.

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

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

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

j. Federal Funding Requirements. TNTP acknowledges that the Services are funded, in whole or in part, with federal school improvement funds under Section 1003 of Title I, Part A of the Elementary and Secondary Education Act of 1965, as amended, subawarded to Client by KSDE. TNTP shall comply with all federal requirements applicable to contractors paid with such funds, including the applicable provisions of 2 C.F.R. Part 200 and Appendix II thereto. Without limiting the foregoing, TNTP: (1) certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal transactions under 2 C.F.R. Part 180 and 2 C.F.R. Part 3485, and will notify Client immediately if that status changes; (2) certifies, in accordance with 31 U.S.C. § 1352, that no federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, or an officer or employee of Congress in connection with any federal contract, grant, or award, and will make any disclosure of lobbying with non-federal funds that the statute requires; (3) shall comply with all applicable standards, orders, and regulations issued under the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; (4) shall not use funds paid under this Agreement to procure or obtain telecommunications or video surveillance equipment, services, or systems prohibited by 2 C.F.R. § 200.216; (5) shall retain all records pertinent to this Agreement for at least three (3) years after Client's submission of the final expenditure report for the applicable award, or longer as required by 2 C.F.R. § 200.334, and shall provide Client, KSDE, the U.S. Department of Education, the Comptroller General of the United States, and their authorized representatives access to such records for audit and examination; and (6) shall include the requirements of this subsection in any subcontract under this Agreement. The breach, cure, and termination provisions of Section 6 constitute the administrative, contractual, and legal remedies available to Client in the event TNTP violates or breaches this Agreement, as contemplated by 2 C.F.R. Part 200, Appendix II.

Signatures.

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

Client

By: _____

Date: _____

Name (print): _____

Title: _____

TNTP, Inc.

By: Myrla Feria
Myrla Feria (Nov 5, 2026 08:23:34 CST)

Date: 11/05/2026

Myrla Feria, Vice President

Schedule A

Scope of Services

The Kansas State Department of Education's (KSDE) Division of Learning Services (DLS) is committed to the following Theory of Action: if we strengthen **coherence** across Kansas through focusing on a few **high-leverage, fundamental** actions, then our students will develop more knowledge and skills leading to greater opportunities and fewer limitations. In 2026-2027, KSDE is prioritizing building a coherent system that can scale quality instruction across the state. KSDE will be engaging in a planning year to determine what support will be most effective, who should and will receive the support, and who is best positioned to provide it.

The planning year will likely include several interconnected initiatives, including:

- Continuing development of guidance and tools related to Quality Instruction and aligning proactive messaging and professional learning from KSDE,
- Identifying a model for statewide support to increase quality instruction in Kansas,
- Piloting instructional improvement support with a group of federally identified schools to inform the future model of statewide support to increase quality instruction.

The throughlines that connect these initiatives include:

- Increasing students' access to Quality Instruction through the selection and implementation of high-quality instructional materials, curriculum-based professional learning, and instructional practices aligned to students' instructional experiences,
- A need to engage the Kansas "ecosystem" and key stakeholders in the process at all levels, in service of future readiness to execute the future model, and
- Leveraging the identified schools as a shared learning experience for KSDE and the larger ecosystem, opportunity to refine professional learning to make available more broadly, and to formally and continually engage the stakeholders most likely to receive support in the design of the model.

In partnership with TNTP since 2024, KSDE has developed a statewide vision for Quality Instruction, content-specific visions, selection and implementation guidance for instructional materials, and content-specific observation tools to understand students' access to Quality Instructional experiences. These tools and resources are considered optional guidance to **all** districts and private accredited schools. As KSDE considers how to strategically scale additional supports, they should continue to activate coherent levers along a continuum of intensity, including additional optional tools and clear communication for all, incentives and support for some, and limited mandates with intensive support for few. Underpinning this continuum of support is a need to identify schools and districts that constitute each group (i.e., "some, few") using aligned criteria.

School Improvement Support – Identified Schools Leadership Cohort

KSDE has identified new schools for comprehensive improvement, with an opportunity to inform the larger school improvement support design. This effort is conducted against a background of fundamentals for school improvement named by the Kansas State Department of Education (KSDE), including increasing access to Quality Instruction for students, and supporting districts to focus actions in designated schools that most directly and positively impact the student experience. KSDE developed tools for districts in partnership with TNTP, grounded in TNTP's research *The Opportunity Myth (2018)* and *The Opportunity Makers (2024)*. Together, these papers outline four key resources for students to grow academically (grade-appropriate assignments, strong instruction, high expectations, and deep engagement) and conditions to build trajectory-changing schools that will catch students up sustainably and at scale (belonging, consistency, and coherence).

Partnership with TNTP. TNTP has proven experience increasing access to strong instruction, as well as improving student academic performance in schools designated as needing improvement. A partnership with TNTP to lead a Capacity-Building Year in 2026-2027 for a CSI/ISI Cohort will focus on developing instructional leaders to execute school improvement strategies. This work will be based in the Instructional Transformation Domain of the Four Domains of Rapid School Improvement through WestEd.

TNTP proposes developing and facilitating learning that enables participants to:

- Diagnose the state of math and literacy instruction within their schools through a formal Coherence Scorecard, and use that information to investigate root causes of challenges and levers for improvement,
- Develop a vision of Quality Instruction for their schools, centering instructional shifts in literacy and evidence-based math practices,

- Deepen their understanding of their high-quality instructional materials (HQIMs) as a foundational component of grade-level instruction,
- Build implementation frameworks for HQIM appropriate to their schools' needs, including systems and structures for curriculum-based professional learning and professional collaboration structures,
- Calibrate on selected observation tools and appropriate feedback aligned to quality instructional practices,
- Develop a coherence plan for a unified instructional program – so that instructional materials, interventions, and assessments are thoughtfully designed and explicitly linked.

In practice, this cohort learning experience will focus on developing Principal Supervisor(s), Principals, Curriculum Leaders, and Instructional Coaches on Quality Instruction. However, TNTP recommends KSDE engage all levels of system leadership to identify clear roles and responsibilities for quality instruction (draft appended to this document) in service of conditions that will create success, sustainability, and scalability. These considerations include:

- Identifying appropriate school and district leadership to participate in the cohort, including those with responsibilities for Principal Supervision and Curriculum and Instruction, related to the implementation of HQIM
- An opportunity for participating schools to give input on the structures (times, locations, virtual engagements, and deliverables) and then a commitment to participation and completion,
- Shared deliverables such as visions, professional learning plans and calendars, scheduling considerations, and plans for instructional coherence, and
- Formal mechanisms to provide input on the support provided through the cohort and future needs to shape KSDE's overall school improvement support plan.
- Flexibility to create alignment between and among school improvement initiatives and obligations.

Identified Schools Pilot Cohort Structure

WestEd's Four Domains for Rapid School Improvement is designed to help states, districts, and schools to manage rapid improvement efforts, and highlights the importance of reciprocal roles for each entity. The framework and each domain highlights these lessons from the federal School Improvement Grants Program:

- A successful school turnaround requires a systems approach with coherent guidance and support from the state and district to complement the actions of the school
- A successful school turnaround is more than the initial jolt of bold changes in structure, authority, and personnel; it includes phases in which effective practices and processes are routinized and sustained.

KSDE invited schools that represent varying geography, system size, and student populations to gain a clear understanding of support structures in each setting for the future model. Additionally, KSDE and TNTP will draft clear expectations for participation and actions for inclusion in the pilot to maximize the learning opportunity for all. These expectations will be based on supporting roles and responsibilities for instructional transformation outlined by WestEd as well as TNTP's research on instructional coherence across a multi-tiered system of supports.

Schools included in the pilot will receive:

- An in-person diagnostic of students' access to the four resources in The Opportunity Myth, as well as conditions named in The Opportunity Makers,
- Monthly virtual professional learning (approximately two hours each) related to Quality Instruction,
- Participation in a cohort with similar schools,
- Access to funds to support substitute teachers for teacher-representatives in the school group and/or stipends to compensate teacher-representatives for additional duties,
- Opportunity to calibrate instructional observations and feedback with peer leaders, and summary report for host schools,
- Opportunity to receive additional support on deliverables related to the pilot (i.e., feedback on Quality Instruction visions, schedules to support aligned professional collaboration structures, debrief of Diagnostic with district teams, etc.),
- Opportunity to provide feedback on KSDE school improvement support model as it evolves and align school improvement plans and initiatives with the work of the pilot.

Schools included in the pilot will be asked to commit to: 113

- Identify an Instructional Improvement Team (existing structure, subset, or forming a new team) with appropriate representatives from District Curriculum & Instruction, Principal Managers, School leaders (Principals, Assistant Principals), Instructional Coaches, and Teacher-Leader Representative,
- Attend all monthly virtual meetings (approximately 2 hours each) and quarterly in-person engagements (half to full day, rotated regionally), with opportunity to engage asynchronously when necessary,
- Superintendents and designated district stakeholders attend two-three sessions to launch and summarize the work,
- Principals support with data collection efforts related to the Diagnostic including teacher surveys and assignment submissions, student surveys, and communication & logistics,
- Provide digital access to versions of instructional materials and interventions when necessary,
- Provide student assessment data (formative and summative) when appropriate for setting goals aligned to exit criteria.

Though multiple years would be required to see evidence of improvement, expected outcomes of this work to build instructional leaders' capacity to improve Tier 1 Instruction over time include:

- Increased access to grade-appropriate assignments and strong instruction,
- Increased student engagement and access to teachers with high expectations,
- Increase in students scoring proficient in state assessments in the focus content area(s),
- Increase in students meeting growth goals on benchmark assessments or curriculum-based assessments, and
- Increased teacher and leader satisfaction and thus retention.

Draft Timeline for 2026-2027 School Year (October 1, 2026 – September 30, 2027)

Month	Pilot Schools Receive	Pilot Schools Provide
July - August	Invitation to participate in pilot	
September	Calendar and Logistics Roles & Responsibilities Review	Provide feedback on structures and outputs for 26-27 Contract directly with TNTP
October	Launch Cohort with KSDE	Superintendents attend Launch with KSDE
November - December	1:1 Meetings to identify school improvement teams and process participation commitments Support aligning school improvement plans	Identify school improvement team Provide school improvement plans and identify opportunities for alignment
January (In Person)	Launch Professional Learning Series	Rollout Diagnostic to School Community using resources provided
February	Academic Diagnostic (In Person)	Support data collection for Academic Diagnostic
March (In Person)	Quality Instruction Professional Learning – Literacy	Draft Vision of Quality Instruction in Literacy
April (Virtual)	1:1 Debriefs of Academic Diagnostic	Superintendents attend debriefs of Academic Diagnostic
May (In Person)	Quality Instruction Professional Learning - Math	Draft Vision of Quality Instruction in Math
June – July	In Person summer learning opportunities	Turn in Visions for Quality Instruction Superintendents attend overview of 27-28 school year

August - September	Support launching updated structures for Quality Instruction identified in the plan	Turn in updated and aligned school improvement plans

Coherence Scorecard. To establish clear strategies, goals, and benchmarks for implementation, TNTP will launch this work by conducting an Instructional Coherence Diagnostic. This diagnostic draws on the methodology used in our national studies—*The Opportunity Myth*, *The Opportunity Makers, and Coherence by Design*.

In the past seven years, TNTP has worked across 29 states and in more than 200 school systems, to conduct academic diagnostics in over 650 schools. Through that work, we have conducted observations using our classroom observation protocols in more than 6,000 classrooms and have evaluated the quality of more than 8,000 assignments and 24,000 pieces of student work using our student assignment review protocols. TNTP bases all diagnostics in our content specific protocols; our research, and in the most pressing questions districts, networks, and schools have about their students' access to opportunity.

Through this Coherence Scorecard, TNTP will:

1. **Review Assignments:** All teachers of math and literacy will have three assignments given to students recently, ready to be reviewed by TNTP certified reviewers. TNTP staff will review these assignments using our assignment review protocols and provide data back for assignments in the classrooms in which they observe.
2. **Observe Instruction across Tiers:** Reviewers will observe literacy teachers for 30 minutes. Trained TNTP staff members will conduct these observations using our classroom observation protocols.
3. **Gather Student Perspectives and Insights:** Survey students in grades 3-12 using our Insight Instructional Culture Survey.
4. **Gather Teacher Insights:** Survey all math and literacy teachers using the Instructional Materials version of our Insight Instructional Culture Survey.

TNTP's academic and analytic teams will synthesize these data to produce an aggregate Coherence Scorecard report for each system and participating school. These reports will address the following research questions:

- To what extent do students consistently access math and literacy assignments aligned to grade-level standards? How coherent are the tasks students are asked to complete?
- How consistently do students experience strong literacy and math instruction across Tiers I–III?
- How do students experience their school and math and literacy instruction? What recommendations do they have for improvement?
- How effectively are teachers and instructional leaders supported to build coherence, consistency, and belonging through literacy and math programming and resources? What additional support do they need?

To answer these questions, TNTP proposes to conduct observations of classroom instruction, review assignments given to students and their work on these assignments, survey students and teachers and conduct focus groups with teachers in three phases: a pre-visit period, a site visit period, and an analysis and reporting period.

Pre-Visit Period (approximately 5-6 weeks long).

Once the project has been introduced to schools by district leadership, TNTP will reach out to the selected schools, providing information on the project and inviting them to participate. From there, TNTP will work directly with each school leader to obtain the logistical information needed to collect the data, including planning a one-day school visit. After we have randomly selected teachers to participate, TNTP will reach out to these teachers to share the expectations for their participation, including participating in one classroom observation, submitting assignments and student work samples, completing a survey, and participating in a focus group.

Data Collection Period (2 weeks long). TNTP staff will collect all data from schools during a two-week period, including a one-day site visit at each school.

Analysis and Reporting Period (8 weeks long). TNTP will analyze the collected data to generate school level reports and one aggregate report across the selected schools. TNTP will advise school leaders on how to proceed with provided recommendations and next steps to improve student access to high-quality academic experiences by conducting virtual debriefs.

Cost Considerations for Identified Schools Pilot – Alta Brown Elementary School and Victor Ornelas Elementary School

TNTP recommends Garden City representatives (school and district leaders) engage with the Cohort's professional learning, and complete all requirements of the cohort listed above. In addition to this support, TNTP can provide support to leaders of Alta Brown and Victor Ornelas related to designations for Students with Disabilities, through monthly virtual meetings and additional site visits in the Spring of 2027. TNTP can also provide staff-facing professional development related to instructional materials at the request of the Principal, such as development for special education staff in the new literacy curriculum.

COST NOVEMBER 15, 2026 – SEPTEMBER 30, 2027

Professional Learning (Cohort & Custom Support)	$200,609
Coherence Scorecard for 2 schools	$61,846
TOTAL (1003a)	$262,455
Alta Brown Elementary School	$131,227.50
Victor Ornelas Elementary School	$131,227.50

TNTP recommends including the Coherence Scorecard for up to one more school in Garden City, that may include recently-exited schools. This work will be funded by 1003(g) funds.

COST NOVEMBER 15 2026 – SEPTEMBER 30, 2027

Coherence Scorecard for Abe Hubert	$30,924
TOTAL (1003b)	$30,924
Abe Hubert Elementary School	$30,924

Invoice Schedule and Description

Invoice Date	Invoice Amount	Funding Source	Description	Per School
March 20, 2027	$100,304.50	1003 (a)	**Victor Ornelas Elementary School:** Project Launch Professional Learning related to Instructional Leadership	$50,152.25
		1003 (a)	**Alta Brown Elementary School**: Project Launch Professional Learning related to Instructional Leadership	$50,152.25
July 20, 2027	$162,150.50	1003 (a)	**Victor Ornelas Elementary School:** Professional Learning related to Instructional Leadership Coherence Scorecard	$81,075.25
		1003 (a)	**Alta Brown Elementary School**: Professional Learning related to Instructional Leadership Coherence Scorecard	$81,075.25

August 20, 2027	$30,924.00	1003 (g)	**Abe Hubert Elementary School:** Coherence Scorecard	$30,924.00

Roles and Responsibilities for Instructional Coherence

Below are recommendations for each layer of the system that influences the instructional experiences of all students.

Role	Responsibilities
District Leadership (Superintendent or Designee)	• Establish high-quality instructional materials (HQIM) as the district's instructional core, clearly defining non-negotiables for use and holding all central office leaders accountable for aligning their departments to support coherent, high-quality implementation. • Monitor both implementation and student outcomes, routinely pressing on key questions with district leadership to ensure that supports (PD, coaching, materials access) are translating into strong instructional practice and improved student learning for all student groups. • Champion a clear, consistent vision for instruction by communicating with the School Board and community for how HQIM adoption advances equitable, grade-level learning for all students, and reinforces district's long-term instructional priorities.
District Instructional Leadership and Principal Management	• Ensure professional development for all staff on HQIM, clear use guidelines, and that structures needed for equitable implementation exist across the district. • Guarantee access to all necessary instructional materials available to use. Ensure appropriate access to all materials, virtual or hardcopy, including a plan for access for all supports staff, special education staff, etc. • Establish clear alignment with special education leadership and multilingual learning leadership for expectations for materials implementation in all placement settings and with specialized populations, ensuring coherence between general education instruction and specialized support. • Define and communicate the role of school leadership in the implementation process, including how school leaders should monitor classroom practice, support teachers, and reinforce consistent use of high-quality materials across all settings. • Clearly define the role HQIM plays across all tiers of support and establish guidelines for intervention practices across buildings that meet the districts intervention structures.
District Special Education Lead and Multilingual Learner Lead	• Align expectations with district instructional leadership on instructional materials used in specialized and more restrictive environments. • Provide guidance on aligning IEP goals and language development plans and services with the district instructional materials and instructional priorities. • Monitor implementation across schools and support principals in troubleshooting challenges related to all student populations. • Communicate expectations to school leadership to ensure coherence between general education and specialized instruction.
Principal	• Set and communicate the vision and expectations for instructional materials implementation across all learning environments in their building. • Ensure schedules, staffing, and structures to support consistent use of the adopted instructional materials. • Lead monitoring systems (walkthroughs, data reviews) to ensure materials are implemented effectively. • Support instructional coaches/learning leaders in executing PD, coaching cycles, and feedback routines. • Ensure collaboration between general education and special specialized support staff time is available and used

	• Address barriers to implementation and ensure all teachers have the materials and support they need. • Collect and analyze data on academic outcomes of all students, including multilingual learners and students with disabilities, and monitor toward multi-year goals.
Instructional Coach	• Provide ongoing job-embedded coaching aligned to instructional materials expectations. • Model lessons, co-plan, and co-teach to support high-quality instructional practices. • Facilitate professional learning communities that help teachers internalize the instructional materials. • Use walkthrough data to provide targeted feedback to both general education and special education teachers. • Support teachers in differentiating within the instructional materials while preserving access to grade-level content. • Partner with special education staff and multilingual learning staff to ensure accommodations and supports align with instructional materials design.
General Education Teachers	• Implement the selected instructional materials with attention to lesson structure, materials, and instructional routines. • Collaborate with special education teachers to plan for student accommodations, modifications, and support needs. • Use data to inform instructional decisions while maintaining access to grade-level content. • Participate in coaching, PLCs, and professional learning related to instructional materials. • Communicate regularly with families about instructional materials, expectations and student progress. • Maintain high expectations for all learners, including students with disabilities and multilingual learners
Special Education Teachers	• Use the selected instructional materials and lesson design as the foundation for instruction in specialized settings. • Align IEP goals, accommodations, and services to the instructional expectations of the instructional materials. • Collaborate with general education teachers to ensure consistency in support for shared students. • Utilize high-quality materials to provide scaffolded access to grade-level content, even in more restrictive environments. Support paraprofessionals in understanding and implementing instructional materials-aligned instructional practices. • Participate in instructional materials-aligned PD, coaching, and PLCs with general education staff.

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Heather Stegman, Director of Elementary Instruction
DATE: November 3, 2026
RE: Art of Education Quote and Adoption

ISSUE:

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

BACKGROUND:

Art of Education is currently used across the district K -12 as the curriculum resource for art teachers. Art of Education is an online teacher resource that provides lesson plans as well as professional development.

ALTERNATIVES:

No other alternatives applicable.

RECOMMENDATION:

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

FISCAL NOTE:

The quote is in the amount of $133,966.03 and has been budgeted out of Textbooks and Student Materials, 036 E 1000 21 0000 008 00 644. The quote is a seven-year contract extending from May 1, 2027 through May 30, 2034.

ATTACHMENTS:

Art of Education Handout

Art of Education quote

Critical Race Theory Letter

CURRICULUM ADOPTION RECOMMENDATION

Selected Curriculum: **The Art of Education (FLEX & PRO)**

☆ADOPTION SUMMARY

Our curriculum evaluation process launched during the April 6 district professional development day with a KSDE session focused on standards alignment and selecting high-quality instructional materials. The visual arts team continued evaluation during August and September PD days. The adoption process culminated in late October, with **100% of responding district art teachers voting unanimously** to formally adopt and continue using **The Art of Education** curriculum.

$COST PROPOSAL (7-YEAR ADOPTION QUOTE)

Comprehensive 7-year commitment guaranteeing locked-in pricing for FLEX Curriculum & PRO PD access across the district. Includes **complimentary access to the Winter NOW Conference for all district art teachers across all 7 years** of implementation.

$133,966.03

KEY STRENGTHS & PROGRAM JUSTIFICATION

1. Content Age-Appropriateness

Every unit and lesson is vetted for developmentally appropriate concepts, themes, and mediums. Content builds foundational skills at early levels while challenging advanced student artists safely and thoughtfully.

2. Standards Alignment

Fully aligned with both National Visual Arts Standards and Kansas State Standards. Clear performance indicators ensure students consistently meet benchmark expectations in Creating, Presenting, Responding, and Connecting.

3. Embedded Modifications & Adaptations

Built-in differentiation tools provide seamless adaptations for IEPs, 504s, ELLs, and gifted learners. Teachers can adjust lesson complexity without compromising core learning objectives or artistic intent.

4. Continuously Expanding Resources

A living digital curriculum with monthly updates. Gives educators instant access to modern contemporary artists, fresh mediums, emerging digital techniques, and relevant real-world cultural connections.

5. Rich Cross-Curricular Opportunities

Connects visual arts directly to Literacy, History, Science, and STEM/STEAM. Lessons deepen core academic understanding while fostering critical thinking, creative problem-solving, and visual literacy.

6. Anchor Charts & Vocabulary Building

Includes high-quality, print-ready anchor charts and visual guides. Supports content-area vocabulary acquisition, literacy development, and independent student learning across all studio environments.

7. Dedicated Professional Development

Includes access to targeted, art-specific PD (PRO Learning). Empowers teachers to continually refine pedagogical skills, master new mediums, and implement effective, research-backed classroom strategies.

8. Substitute-Ready Lesson Plans

Provides complete, plug-and-play substitute plans that maintain instructional momentum. Ensures valuable learning time is preserved even when the primary art educator is absent.

"Adopting The Art of Education equips our educators with world-class tools and ensures every student receives an engaging, equitable, and rigorous visual arts education."

Quote ref.	20261030-190718560
Issue date	Oct 30, 2026
Expires	Dec 31, 2026

The Art of Education
518 Main Street, Suite A
Osage, IA 50461
US

Liz Pate (lizpate@theartofeducation.edu)

Garden City Unif Sch Dist 457
1205 FLEMING ST
Garden City, KS 67846
United States

Primary Point of Contact
Heather Stegman (hstegman@gckschools.com)

Contract Term Dates: 05/01/2027 - 04/30/2034

Pricing is qualified on receipt of purchase order on or before December 31, 2026.

Note: Pricing additionally assumes a total upfront payment.

Products & Services

Name	Quantity	Unit price
Curriculum Suite | 2026 | 7 Year Term	14	$12,197.47
PRO Learning | Personalized professional learning platform with on-demand access to instructional video training and supplemental resources exclusively for art educators. Includes product training and implementation support. FLEX Curriculum | Customizable curriculum platform with on-demand access to standards-aligned lesson plans and instructional resources exclusively for art education. Includes product training and implementation support.		
NOW Conference | Single Event- Winter 2027 | District	14	$109.00
NOW Conference | Single Event - Online, one-day professional development conference with 15+ highly-practical and relevant presentations. Includes conference After Pass for access to the recorded presentations for a full year following the event.		
NOW Conference | Single Event- Winter 2028 | District	14	$109.00
NOW Conference | Single Event - Online, one-day professional development conference with 15+ highly-practical and relevant presentations. Includes conference After Pass for access to the recorded presentations for a full year following the event.		
NOW Conference | Single Event- Winter 2029 | District	14	$109.00
NOW Conference | Single Event - Online, one-day professional development conference with 15+ highly-practical and relevant presentations. Includes conference After Pass for access to the recorded presentations for a full year following the event.		
NOW Conference | Single Event- Winter 2030 | District	14	$109.00
NOW Conference | Single Event - Online, one-day professional development conference with 15+ highly-practical and relevant presentations. Includes conference After Pass for access to the recorded presentations for a full year following the event.		
NOW Conference | Single Event- Winter 2031 | District	14	$109.00
NOW Conference | Single Event - Online, one-day professional development conference with 15+ highly-practical and relevant presentations. Includes conference After Pass for access to the recorded presentations for a full year following the event.		
NOW Conference | Single Event- Winter 2032 | District	14	$109.00

Name	Quantity	Unit price
NOW Conference | Single Event - Online, one-day professional development conference with 15+ highly-practical and relevant presentations. Includes conference After Pass for access to the recorded presentations for a full year following the event.		
NOW Conference | Single Event- Winter 2033 | District NOW Conference | Single Event - Online, one-day professional development conference with 15+ highly-practical and relevant presentations. Includes conference After Pass for access to the recorded presentations for a full year following the event.	14	$109.00

Subtotal	$181,446.58
Winter NOW Conference Events Price Adjustment:	$10,682.00
Price Lock Guarantee	$36,798.55
Grand Total	$133,966.03

Purchase Terms

To complete your purchase in a timely manner, please provide the following documents:

- Signed quote/service order form
- Purchase order (PO) and/or payment
- Sales tax exemption form, if applicable

Click here to review our contract terms and conditions. Click here to review our company's privacy policy. Enterprise-level user licenses reside with the contract holder and are subsequently transferrable. Payment terms are net 30.

the art of education
UNIVERSITY

November 03, 2026

Garden City Public Schools
1205 Fleming Street
Garden City, Kansas 67846

AOE Flex Curriculum and PRO Learning resources for Visual Arts educators

Dear GCPS Leadership,

On behalf of The Art of Education, LLC (AOE), we confirm that FLEX Curriculum is aligned to the National Core Arts Standards (NCAS) and designed to support your district's implementation of visual arts standards. PRO Learning complements FLEX by providing professional learning that helps educators translate those standards into rigorous classroom instruction. Together, FLEX and PRO support high-quality visual arts teaching, curriculum planning, and professional growth.

AOE programs are not designed to teach, promote, or advocate for Critical Race Theory.

We appreciate GCPS's commitment to providing high-quality visual arts curriculum and professional learning for its educators and students, and we are grateful for your continued partnership. Please do not hesitate to contact us if you have any questions or would like to discuss this further.

Jacob A Rigoli, PMP®, MBA

Senior Director, AOEU
+1.916.806.2814
success@theartofeducation.edu
The Art of Education University, LLC
Federal Tax Identification # 45-1000448
518 Main Street, Suite A
Osage, IA 50461

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Casey Wise | Director of Technology
DATE: November 9, 2026
RE: Approval of Professional Services for Virtual Server Platform Migration (Nutanix AHV)

ISSUE:

Approval is requested to contract professional migration services from Logicalis and Nutanix in the amount of $43,188.00 to transition the district's virtual server infrastructure from VMware to Nutanix AHV, eliminating impending exponential software licensing increases while protecting district systems.

BACKGROUND:

The Technology Department manages and operates a virtual server network to run essential daily operations, student data systems, and administrative services. To ensure these critical systems remain secure, reliable, and cost-effective, Technology is planning a required software migration. This proactive update will transition our infrastructure to a new platform that maximizes the use of our existing hardware while eliminating significant, recurring software licensing fees.

To safely complete this transition without disrupting school operations or compromising network security, the district is partnering with specialized technology experts to manage the conversion. The one-time investment for these professional services is $43,188, which is secured at pre-negotiated state rates and fully covered by the existing technology infrastructure budget. This strategic update ensures our systems are protected for the future while delivering substantial long-term cost savings for the district.

- **Nutanix Professional Services: $14,441.00**
- **Logicalis Professional Services: $28,747.00**
- **Total Cost of Project: $43,188.00**
- All services are priced under the State of Kansas Master Consulting Services Contract (Contract #00000000000000000000056660), guaranteeing competitive, pre-negotiated state rates.

ALTERNATIVES:

1. **Approve the Professional Services Contract:** Ensures a seamless, vendor-supported migration with minimal downtime, eliminates ongoing VMware licensing fees, and leverages existing hardware investments.
2. **Remain on VMware:** Continue paying VMware licensing renewals, which will result in

substantial annual cost increases to the district's operational budget.

RECOMMENDATION:

Accept the quote and Statement of Work from Logicalis (inclusive of Nutanix Professional Services) in the amount of $43,188.00 under the State of Kansas Master Contract to complete the virtual server cluster conversion.

FISCAL NOTE:

Funds in the amount of $43,188.00 are available and allocated within the existing 2026–2027 Technology Infrastructure budget. No additional district funds will be required.

ATTACHMENTS:

- Logicalis Quotation #2026-249071v1 (inclusive of Nutanix Professional Services)
- Nutanix Scope of Work (GCPS In-Place Cluster Conversion)

Nutanix AHV Conversion
Quotation # 2026-249071v1

Prepared By Logicalis for:
Garden City USD 457

To the attention of :
Casey Wise
Garden City USD 457
1205 Fleming St
Garden City, KS 67846-4751

October 23, 2026

Pricing Summary

The following is a price summary of Logicalis' proposed solution.

Price Summary	Amount
Vendor Resold Services	$14,441.00
Professional Services	$28,747.00
Grand Total	**$43,188.00**

Logicalis offers a range of services, from helping you define and design a cloud strategy to assisting with server and storage selection for your current environment. We provide a variety of assessments and health checks, perfect for those who need help determining what the next steps are. Find out more at www.us.logicalis.com



Ask us about Logicalis Leasing Solutions—a value-added service tailored to our customers. Leasing offers strategic, operational and financial benefits that can help meet your company's goals and get your project funded. Logicalis financing experts work with more than a dozen trusted leasing partners to assist you as our valued customer. We can deliver competitive rates and flexible terms and make the leasing process easy.

Nutanix AHV Conversion
Quotation # 2026-249071v1

Customer Name & Address	Logicalis Account Executive
Casey Wise Garden City USD 457 1205 Fleming St Garden City, KS 67846-4751	Lexi Wilkes Logicalis 2600 W Big Beaver Rd Suite150 Troy, MI 48084 +1 5137077202 lexi.wilkes@us.logicalis.com
Bill To Address	**Ship to Address**
Garden City USD 457 1205 Fleming St Garden City, KS 67846-4751	Garden City USD 457 1205 Fleming St Garden City, KS 67846-4751

Quotation expiration date: January 12, 2027

This Quotation adheres to the pricing requirements of the State of Kansas Master Consulting Services Contract #00000000000000000000056660 contract.

Item	Qty	Part Number	Description	Unit Price	Extended Price
Products					
1	1	CNS-CUST-NCI	CUSTOM CONSULTING FOR NUTANIX CLOUD INFRASTRUCTURE (NCI). MAX QTY = 1. MAX CONFIG.TERM 12 MONTHS	$14,441.00	$14,441.00
				Products Subtotal	$14,441.00
Logicalis Professional Services - Fixed Fee					
2	1	PS	Contract Execution	$14,373.50	$14,373.50
3	1	PS	50% Project Completion	$11,498.80	$11,498.80
4	1	PS	Project Closure	$2,874.70	$2,874.70
				Logicalis Professional Services Fixed Fee Subtotal	$28,747.00

Grand Total	
Products and Services Subtotal:	$43,188.00
Grand Total:	**$43,188.00**

Solution Summary

Garden City School District has enaged Logicalis and Nutanix to complete a cluster migration from ESXi to AHV. This will require the vCenter, Trend Micro, Cisco ISE, and Prism Central VMs off the existing cluster prior to conversion. Logicalis will assist with vCenter, Trend Micro, and Cisco ISE. Prism Central will be handled by Nutanix professional services. Prior to cluster conversion, Logicalis will review the customer supplied ESXi server and add it to their existing vCenter instance as a new one host cluster. EVC will be configured to match the existing cluster to allow for online migration of the vCenter and Trend VMs. Logicalis will also provide professional services to migrate and upgrade Cisco ISE from version 3.1 to a version compatible with the deployed AHV release as part of this migration. The ISE upgrade will require an interim 3.x version which increases time required. All devices currently administered with ISE (switches, wireless controllers, etc) are assumed to be compatible with the upgraded version. Please note, only one Cisco ISE VM will be deployed on the stand alone host and will not have High Availability during the migration window. The existing secondary ISE VM will be removed from the cluster and powered off. Once completed a new ISE VM will be deployed and configured on the stand alone host. This VM will be made the primary in ISE and the secondary ISE VM running on ESXi will be decommisioned. After the Nutanix AHV conversion process has completed, Logicalis will build new ISE VMs on Nutanix and migrate back to those VMs while re-enabling High Availability on the ISE cluster.

Professional Services Statement of Work

Data Center Services - Nutanix AHV Conversion

Tasks and Activities

1 Support
- 1.1 Project Support
  - 1.1.1 Attend project kickoff and status meetings

2 Plan
- 2.1 Planning
  - 2.1.1 Review customer supplied ESXi configuration and update as needed for VM migration

3 Configuration
- 3.1 vSphere Preperation
  - 3.1.1 Add the customer supplied ESXi to vCenter and validate operation.
- 3.2 Trend Migration to AHV
  - 3.2.1 After cluster conversion to AHV, deploy new Trend Micro Secure Gateway appliance on AHV.
- 3.3 Trend Reconfiguration
  - 3.3.1 Work with customer staff to reconfigure the new Trend Micro Secure Gateway VM as the active gateway for the Trend environment, including policy migration and gateway server designation

4 System Cutover
- 4.1 VM Migration
  - 4.1.1 Migrate the vCenter and Trend Micro Secure Gateway VM using shared nothing vMotion to the customer supplied host

Communication & Network Services - Security

Tasks and Activities

1 Plan for Cisco Security
- 1.1 Data Gathering
  - 1.1.1 Gather system specific information (name scheme, IP addresses, etc.)

2 Upgrade for Cisco Security
- 2.1 Identity Services Engine (ISE) Upgrade Planning
  - 2.1.1 Create Informal Plan for Cisco Services Engine (ISE) Upgrade
- 2.2 Identity Services Engine (ISE) Upgrade
  - 2.2.1 Install (1) update signatures for ISE
  - 2.2.2 Install (3) ISE appliance/ISE virtual nodes for Restore
  - 2.2.3 Perform 1 full upgrade for ISE cluster for (2) nodes
  - 2.2.4 Perform 1 backup and restore for ISE cluster for (3) nodes
  - 2.2.5 Verify ISE Services on Interim Standalone Node and perform backup
  - 2.2.6 Verify ISE Services on Nutanix Nodes and perform backup

Project Management

The assigned Logicalis Project Manager will be responsible for providing the following Project Management Services:

Project Management (L2)

Planning
- Project kick-off call
- Introduce project team and define roles & responsibilities.
- Resource scheduling
- Creation of Work Breakdown Structure (WBS) and Schedule
- Project Communication Plan

Execution
- Tracking of Products relating to this SOW ordered through Logicalis, if applicable
- Project tasks and schedule management
- Project status meetings up to 5 hours*
- Project status reports, consisting of:
  1. Overall project health & status indicators
  2. Percentage complete
  3. Project Phase
  4. High level accomplishments
  5. Review status of project activities
  6. Project issues & Risk Management Registers
- Resource schedule management
- Point of contact for project escalations, coordination, and communications

Monitoring & Controlling
- Project Deliverables management
- Scope of Services and Project Schedule management
- Document Project Change Requests (PCRs), if applicable
- Labor hours consumption and expenses for T&M engagements
- Project WBS & milestone management
- Ensure customer satisfaction

Closing
- Project closure and Acceptance processing

*If the Project is priced as a Fixed Price, the Price includes up to two (2) cumulative resource hours dedicated for status meetings. Any additional time spent on status meetings in excess of these two (2) hours are considered out of scope. Such additional meetings require a mutually agreed upon PCR. If the Project is priced on a Time and Material basis, then Customer will be billed according to the rates set forth herein.

Professional Services Assumptions / Customer Responsibilities

Non-Contiguous Delivery

Logicalis has selected, designed, and quoted the Services to be performed and (as applicable) Deliverables to be provided under this SOW with an understanding that they will be delivered in more than one discrete time interval and/or in planned phases of work (i.e., non-contiguously). To enable Logicalis to deliver maximum value of the Services within the mutually accepted timeframe set forth in this SOW, Customer acknowledges and agrees that a Project Change Request, setting forth any applicable adjustments to the project timeline and pricing, including but not limited to hourly, recurring, and flat fee pricing (depending on the impact on Logicalis' efficiencies and resource allocations), will need to be made and executed in any of the three (3) following events:

1. Customer requests a change of the SOW timeline or scheduling of Services for convenience; or
2. Customer is the precipitating reason, either by its own action or inaction or that of its contractors, agents, employees, or (as applicable) users of Services performed under this SOW, cause a delay in the performance of Services by Logicalis; or
3. Customer requests a project hold (i.e., a pause in Logicalis' performance of Services).

Each such Project Change Request will describe, at the minimum, the duration and/or extent of the timeline or scheduling change, the reason for Customer's request for a timeline or scheduling change, and any applicable pricing changes resulting from such change

Terms and Conditions

Terms Applicable to All Sales

1. In the event Customer chooses to lease the Products and/or Services from a third party leasing company, Customer remains liable for payment to Logicalis for all Products and/or Services purchased until Logicalis receives payment from such leasing company.
2. All items not specifically included in this document are out of scope.
3. Prices are valid for 30 days from date of the document unless otherwise stated.
4. The information in this document is considered proprietary and confidential to Logicalis. By acceptance of this Quotation, Customer agrees to maintain this confidentiality and use such information for internal purposes only.

Terms Applicable for Product Sales

1. To the extent applicable, the terms of the State of Kansas Master Consulting Services Contract #00000000000000000000056660 are incorporated herein by reference. For all other terms not addressed in the previously stated contract, Logicalis Terms of Sale, found on our website at www.us.logicalis.com/tcsales apply and are incorporated herein by reference.
2. Any variation in quantity or requested delivery may result in price changes.
3. Pricing set forth in this Quotation is based on current pricing from the manufacturer and/or authorized distributor and is subject to change without notice in the event Products' manufacturer/distributor changes the price to Logicalis. Notwithstanding the acceptance of this Quotation by Customer, if any time prior to shipment of the Products, the manufacturer and/or authorized distributor changes its price to Logicalis due to supply chain disruptions, component shortages, currency fluctuations/tariffs, or any other circumstance beyond Logicalis' reasonable control, then Logicalis reserves the right to (a) adjust the price to Customer to reflect the price change; or (b) immediately cancel all or part of an order placed by Customer under this Quotation upon written notice, without penalty or liability. Logicalis will promptly notify Customer upon receiving notice of any manufacturer/distributor price change affecting any Products in this Quotation. If Logicalis adjusts the pricing for the affected Product(s), Customer may choose to proceed at the adjusted price or cancel the order for the affected Product(s) without penalty.
4. Shipping and taxes are added at time of invoice. Shipping charges are subject to handling fe es for specifying carriers and same day shipments.
5. Logicalis collaborates with the OEM/distributor to schedule delivery to Customer's loading dock; inside delivery is available upon request and may increase the cost of delivery.
6. For Cisco Products being resold by Logicalis pursuant to this Quotation, Customer hereby agrees to be bound by the applicable Cisco General Terms (including applicable Offer Descriptions), Buying Programs, Supplemental Terms, and other terms and conditions terms governing the access and use of such Products, which are located at the following link(s) as applicable ("Cisco Terms"): (a) www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html for all Product offerings stated therein; and (b) for Products that are packaged Cisco services, https://www.cisco.com/c/dam/en_us/about/doing_business/legal/service_descriptions/docs/Services-Guide.pdf. The Cisco Terms are incorporated herein by reference. For any Cisco Products purchased on a subscription basis, the subscription shall automatically renew for subsequent terms equal in duration to the initial term at Logicalis' then-current prevailing rates in effect at the time of renewal unless

Customer, no less than forty-five (45) days prior to the end of the then-current subscription term, either: (a) issues a new purchase order to Logicalis; (b) accepts a Logicalis Quotation for renewal of such Products; or (c) provides written notice of non-renewal to Logicalis.

Terms Applicable for Professional Services Sales

1. To the extent applicable, the terms of the State of Kansas Master Consulting Services Contract #00000000000000000000056660 are incorporated herein by reference. For all other terms not addressed in the previously stated contract, Logicalis Terms of Sale, found on our website at www.us.logicalis.com/tcsales apply and are incorporated herein by reference.
2. General customer responsibilities, project assumptions, change management processes, and other terms applicable to the delivery and receipt of services (as applicable to this Quotation), found at us.logicalis.com/gcr, are incorporated herein by reference.
3. Unless otherwise mutually agreed upon, reasonable travel expenses will be tracked separately and billed directly to Customer. Travel expenses will include cost incurred from travel (airfare, rental car, mileage, tolls and lodging). Meals, if any, will be billed at the per diem rate of $65.

Quotation Acceptance

By signing below, the undersigned accepts this offer and confirms that he/she is authorized to purchase these items on behalf of Customer. This offer may be accepted by purchase order or other acknowledgement of acceptance, including, without limitation, by signing this document. Any reference to a Customer's Purchase Order or P.O. number does not indicate Logicalis' acceptance of terms and conditions referenced on/attached to any such P.O.

Accepted By: **Garden City USD 457**	Accepted By: **Logicalis, Inc.**
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

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Scope of Work for **Garden City Public Schools USD 457**

Nutanix Professional Services



NUTANIX

Docusign Envelope ID: 0FE793E2-135E-8B4F-8004-EA3BB7C759C8

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1 Project Summary

Project Name ("Project")	GCPS In-Place Cluster Conversion
End User ("Customer")	Garden City Public Schools USD 457
End Customer POC Info	Anthony Marquez; amarquez2@gckschools.com
Account Manager	Jiani Bryant
Systems Engineer	Molly Hennessy
Services Sales Manager	Blaine Streeper
Period of Performance	Date of Last Signature + up to 12 months
Nutanix SO #(s)	TBD
Nutanix DO #(s)	TBD
Nutanix Opportunity ID	OPTY-01207357
Type Contract	Fixed Firm Price
Version	V2
Work Location	Remote

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2 Introduction

2.1 Preface

The terms “Nutanix,” “Customer,” “Work Location,” and “Scope Effective Date” have the meanings indicated herein. This Statement of Work (“SOW”) is between **Nutanix, Inc**. (“Nutanix”) and Garden City Public Schools USD 457 and is governed by Nutanix Licenses and Services Agreement available at www.nutanix.com/eula (“NLSA”).

The Services will be performed by Nutanix or its agents for the benefit of the Customer. For clarity, the Services will be paid by the Distributor in accordance with the pricing for the Services (Consulting Services SKU: CNS-CUST-NCI as specified in the quote issued by Nutanix.

2.2 Term and Validity

The term of this SOW shall begin on the Scope Effective Date and shall expire on the earlier of the date that (i) Nutanix and Customer mutually terminate the SOW in writing, or (ii) the completion and acceptance of the Services in accordance with this SOW, or (iii) the termination of the NLSA.

2.3 Service Summary

Nutanix will provide the following Professional Services Work Packages to achieve the solution as specifically described herein (the “Services”), which include the following:

- Work Package 1: In-Place Cluster Conversion

NUTANIX **Tel** 1 (855) 688-2649 · **Fax** 1 (408) 916-4039 · **Email** info@nutanix.com · ©2026 Nutanix, Inc. All Rights Reserved.

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3 General Project Activities

The following activities will be performed:

3.1 Pre-Engagement

3.1.1 Key activities

- Initiate planning call with Customer and introduce the Nutanix Contact
- Review project timelines and physical logistics
- Review engagement scope
- Review prerequisites, including but not limited to hardware delivery, software license entitlement, access requests, and network configuration
- Provide Pre-delivery Questionnaire as applicable
- Identify key Customer Contact and overall project team

3.2 Engagement Kickoff

The Nutanix Contact will lead Customer project sponsors and stakeholders in an engagement kickoff meeting to set the following expectations:

- the delivery approach and timelines
- the amount of time and effort required from the participants
- the expected activities and work product

3.2.1 Objectives

- Introduce the Nutanix delivery team, roles, and responsibilities
- Describe the project phases and goals
- Validate the project expectations
- Confirm scope from a process and/or tools perspective
- Confirm that all prerequisites listed in the Pre-Engagement project checklist are met prior to engagement start

3.3 Engagement Closeout

Nutanix will initiate a closeout meeting with the Customer, after all Services are delivered. The closeout meeting may be remote or onsite.

3.3.1 Key Activities

- Review project activities
- Review deliverables
- Present Milestone Completion Form (MCF)

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4 Scope of Services

4.1 Work Package 1: In-Place Cluster Conversion

4.1.1 Scope

- **Pre-Conversion Assessment and Planning**
  - Analyze the existing AOS cluster workload placement and overall cluster health before beginning the conversion.
  - Review the environment for conditions that could prevent or delay the in-place conversion.
  - Document the existing Prism Central basic settings (DNS, NTP, SMTP, etc) required for the agreed replacement configuration.
  - Review conversion prerequisites, dependencies, maintenance-window requirements, and customer responsibilities with the customer.
- **Existing Prism Central Decommissioning**
  - Reclaim applicable Prism Central licenses from the existing Prism Central instance.
  - Unregister the existing Prism Element cluster from the current Prism Central instance running on the ESXi-based Nutanix cluster.
  - Decommission and remove the existing Prism Central instance in accordance with Nutanix procedure, including KB-6274 where applicable.
  - Clean up remaining Prism Central volumes and related artifacts in Prism Element in accordance with KB-6274 where applicable.
- **Move Appliance and In-Place Conversion**
  - Deploy the Nutanix Move appliance on a customer-provided host outside the target AOS cluster.
  - Configure the Move appliance for the in-place conversion process.
  - Execute the Move in-place AOS Prism Element cluster conversion from ESXi to AHV.
  - Monitor the conversion and address in-scope conversion issues encountered during execution.
- **Replacement Prism Central Deployment and Configuration**
  - Deploy a new Prism Central instance on the newly converted AOS cluster running AHV.
  - Configure the new Prism Central instance using the documented, agreed-upon baseline settings.
  - Register the newly converted AOS cluster with the new Prism Central instance.
  - Apply the reclaimed Prism Central licenses to the new Prism Central instance.
- **Post-Conversion Validation**
  - Validate the operational status and overall health of the converted AOS cluster.
  - Validate the operational status and overall health of the replacement Prism Central instance.
  - Confirm that the converted cluster is registered with Prism Central and is manageable through the new instance.
  - Review the results with the customer and document material findings, open items, and agreed follow-up actions.

4.1.2 Limitations

- This engagement is a **destructive Prism Central replacement**. It is not a Prism Central migration. Existing Prism Central state and objects identified in the exclusions below will not be preserved or migrated.

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4.1.3 Prerequisites and Assumptions

- Customer authorizes the destructive replacement of the existing Prism Central instance and acknowledges that this is not a Prism Central migration.
- Customer maintains appropriate backups and recovery procedures before the conversion. Nutanix Professional Services is not responsible for restoring data or Prism Central state not included in this SOW.
- Customer makes licensing entitlements available and provides any required approval to reclaim and reapply licenses.
- Any required hardware, firmware, software, or interoperability remediation identified during assessment is outside this SOW unless expressly added by change order.
- Customer is responsible for committing the necessary resources to participating in the requirements workshops/implementation
- Customer is responsible for assisting in requirements gathering by making available resources from different groups/teams
- Customer is responsible for providing data related to existing environment architecture and design
- If delivery is to be remote, Customer grants required level of remote access to Customer's environment within required timescales
- All documentation is in English

4.1.4 Deliverables

- Pre-conversion health and readiness findings.
- Documented existing Prism Central basic settings used to establish the replacement configuration.
- Completed in-place ESXi-to-AHV cluster conversion.
- Newly deployed and configured Prism Central instance on AHV.
- License reclamation and reapplication completed for the replacement Prism Central instance.
- Post-conversion validation summary covering the AOS cluster and Prism Central.
- List of identified exceptions, unresolved issues, or customer follow-up actions, if applicable.

4.2 Out of Scope

Customer acknowledges that the following activities are not included in the Services scope. General out of scope items include are listed below. The Customer's specific environment may include other out of scope items.

- Any services noted as optional without additional scope purchased or otherwise overridden by Nutanix in writing
- Any services, tasks, or activities other than those specifically noted in this service description
- Procurement of any additional hardware and software
- Physical or logical configuration of any component(s) not specifically noted in this service description

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5 Responsibilities

5.1 Customer Responsibilities

The following responsibilities are the obligation of the Customer:

- All the infrastructure should be operational and tested before the consultant's arrival.
- The customer should provide and facilitate access to all necessary infrastructure elements needed for blueprint development.
- Accounts for accessing the infrastructure should be tested and provided before the consultant arrives onsite (Nutanix cluster, domain account)
- The customer should provide a single point of contact who is responsible for facilitating the consultant work and handling communication with internal or external teams.
- The successful delivery of these Services and the conditions relating to Nutanix's performance are dependent upon assumptions that Nutanix has made in agreeing to perform the Services, as set forth herein.
- If any of Customer's responsibilities are not performed or the assumptions prove to be incorrect and it causes delays to the project schedule, varies the level of effort required, increases Nutanix's resource costs, or otherwise impacts Nutanix's performance of the Services, Nutanix will have no liability to Customer or any third party with respect to its inability to perform the Services resulting therefrom and Nutanix shall have the right to increase the fees for the engagement. Nutanix will document the change details and additional fees to implement the change in accordance with the agreed upon change request process set out in this SOW.
- Prior to the commencement of Services, Customer will indicate to Nutanix in writing a person to be the single point of contact (the "Customer Contact"). The Customer Contact will have the required authority to make project decisions and provide access to stakeholders as necessary.
- The Customer Contact will have the authority to act for Customer in all aspects of the Service, including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements.
- The Customer Contact will ensure that any communication between Customer and Nutanix, including any scope-related questions or requests, are made through the Nutanix Contact in writing.
- Prior to the commencement of Services, Customer will provide technical points of contact who have a working knowledge of the enterprise components to be considered during the Services ("Technical Contact(s)"). Nutanix may request that meetings be scheduled with Technical Contact(s). It is the Customer's responsibility to ensure technical personnel are made available within a reasonable timeframe for requested meetings, document reviews, etc.
- Customer Contact, Technical Contact(s), and stakeholders attend the engagement kickoff meeting as necessary.
- Customer Contact will distribute information internally to any missing Technical Contacts and stakeholders in a timely manner.
- During the performance of Services, Customer is responsible for promptly notifying Nutanix in writing of:
- Any changes Customer makes to its technical environment that may impact Nutanix's delivery of the Services
- If Customer becomes aware that any of the assumptions set forth herein are incorrect
- Customer will maintain a backup of all data and programs on affected systems prior to Nutanix performing the Services and during the term of the Services. Nutanix will have no liability for loss or recovery of data or programs, or loss of use of system(s) arising out of or in connection with the Services provided hereunder. The Customer Contact will obtain and provide project requirements, information, data, decisions, and approvals within a timely manner to not delay project delivery.

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- Customer will restrict access to information not related to the Services, including, but not limited to, proprietary customer business/financial information and personally identifiable information (PII).
- Customer may be responsible for developing or providing documentation, materials, and assistance to Nutanix and agrees to do so in a timely manner. Nutanix shall not be responsible for any delays in completing its assigned tasks to the extent that they result from Customer's failure to provide such documentation, materials, and assistance in a timely manner.
- The Customer Contact will ensure the Nutanix personnel have reasonable and safe access to the work location(s), a safe working environment, adequate office accommodations, and parking as required. Customer will provide any personal protective gear required while Nutanix personnel are onsite.
- Customer will inform Nutanix of all access issues and security measures, and provide access to all necessary hardware and facilities, including but not limited to network access, remote access, and appropriate access credentials.
- Customer is responsible for providing all hardware, software, internet access, and facilities for the successful completion of the Services, including but not limited to 3rd party licensing, networking, facilities, and electrical power that meet Nutanix's requirements for the products and Services purchased
- Customer must be active on Support for the relevant Nutanix software during the term of the Services. Support shall be provided by Nutanix in accordance with Support Terms available at https://www.nutanix.com/support-terms/.

5.2 Nutanix Responsibilities

5.2.1 Project Management

Nutanix will provide project coordination tasks to the Customer which may be partly or fully conducted remotely. The Project Manager will provide the following:

- Provide a single point of contact (the "Nutanix Contact") and accountability for successful delivery of the Services
- Coordinate with the Customer Contact
- Coordinate and facilitate kickoff, status, outcome review, and closeout meetings
- Monitor and manage issues and escalations
- Provide written notification, which may include email, to Customer contact for completion of applicable Services

5.2.2 Assumptions

The performance of Services hereunder assumes the following:

- Nutanix will not perform the Services until a purchase order (PO) for the Services is received. The Services commencement shall be agreed between the parties and the lead time for allocating the resources required for the provision of the Services may be between four (4) and six (6) weeks. Customer shall notify Nutanix that the Customer's pre-engagement responsibilities have been satisfied prior to the commencement date.
- Upon receipt of fully executed SOW and a PO, a Nutanix Project Manager will contact Customer to begin Services scheduling.

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- The Services do not include the development of any intellectual property created solely and specifically for Customer. Should intellectual property be created, Nutanix retains all rights, title, and interest in and to such intellectual property.
- In the event of termination or cancellation of this SOW by the Customer for any reason prior to the services end date, all fees payable (but as yet not due to be paid) will immediately become due and payable.

5.2.3 Service Hours and Staffing

Nutanix provides Services between the hours of 8:00 AM and 5:00 PM local Customer time, Monday through Friday, excluding normally observed holidays. Services provided outside these times will be agreed upon in writing by both parties in advance and may be subject to additional fees. Some Services may be delivered remotely, as appropriate.

5.2.4 Acceptance Criteria

Nutanix will inform Customer Contact in writing upon completion of Services and/or milestones. Nutanix will provide Customer with a Milestone Completion Form (MCF) to indicate Customer's acceptance of the Services. Customer shall either accept or reject the Services within five (5) business days ("Acceptance Period").

Customer must provide a detailed written notice of rejection specifying any non-conformance for failure of the Services to meet the specifications set forth herein within the Acceptance Period. Upon receipt of a rejection notice, Nutanix will respond promptly and make commercially reasonable efforts to resolve such deficiencies within a reasonable period of time.

Failure to provide written rejection of the Services within the Acceptance Period will result in an automatic deemed acceptance and the Services shall be considered as closed and complete.

Customer may request modification to the scope of Services upon written notice via a Change Request form. The Change Request form is a document provided by the Nutanix Contact outlining the requested changes.

The Change Request form shall describe the requested modifications in sufficient detail. Customer will acknowledge within three (3) business days following the receipt of the completed Change Request form, which will provide an estimate of the cost and scope impact to complete the proposed modified Services.

Changes agreed pursuant to the Change Request will not be effective until mutually executed by both parties, which may include issuance of additional payment.

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6 Nutanix Service Fees

The Services will be paid for by the Distributor in accordance with the Nutanix quote for the Services (Consulting Services SKU: CNS-CUST-NCI) which is accepted by the Distributor by issuing the PO.

Milestone	Description	Quantity	Services Fees
MS1: Work package 1	In-Place Cluster Conversion	CNS-CUST-NCI	Per Services Fees specified in Nutanix quote XQ-4465565 issued by Reseller to the Customer for Work Package
		Total Services Fees	Per Services Fees specified in Nutanix quote XQ-4465565 issued by Reseller to the Customer for the Services

6.1 Travel and Expenses - Inclusive

Travel and related expenses (“T&E”) during the SOW Term that are deemed by Nutanix to be necessary and customary in connection with the provision of the Services described herein at the Work Location(s) specified are included in the Charges for Services.

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7 Signature

This SOW authorizes Nutanix to provide Customer with Services. The parties indicate their acceptance of the terms outlined herein as of the SOW Effective Date by execution of this SOW by their duly authorized representatives.

7.1 Nutanix Signatures

Signature	Signed by: Blaine Streeper 9B9CF433E9F6408...
Printed	Blaine Streeper
Title	Services Sales Manager
Date	10/22/2026
Approvers	Initial Initial PVA

7.2 Customer Signatures

Signature	
Printed	Casey Wise
Title	
Date	

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Certificate Of Completion

Envelope Id: 0FE793E2-135E-8B4F-8004-EA3BB7C759C8 Status: Delivered

Subject: Complete with Docusign: SOW_Garden City PS_In-Place Cluster Conversion_v2_2026-10-22.docx

Divert from Contracts Repository?:

Source Envelope:

Document Pages: 12 Signatures: 1 Envelope Originator:

Certificate Pages: 4 Initials: 2 Blaine Streeper

AutoNav: Enabled 1740 Technology Dr.

EnvelopeId Stamping: Enabled Suite 150

Time Zone: (UTC-05:00) Eastern Time (US & Canada) San Jose, CA 95110

blaine.streeper@nutanix.com

IP Address: 151.186.191.114

Record Tracking

Status: Original Holder: Blaine Streeper Location: DocuSign

10/22/2026 3:41:12 PM blaine.streeper@nutanix.com

Signer Events	Signature	Timestamp
Blaine Streeper blaine.streeper@nutanix.com Services Sales Manager Security Level: Email, Account Authentication (None)	Signed by: Blaine Streeper 9B9CF433E9F6408... Signature Adoption: Pre-selected Style Using IP Address: 151.186.191.114	Sent: 10/22/2026 3:56:05 PM Viewed: 10/22/2026 3:56:22 PM Signed: 10/22/2026 3:56:42 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Luis Lozano luis.lozano@nutanix.com Security Level: Email, Account Authentication (None)	Initial LL Signature Adoption: Pre-selected Style Using IP Address: 151.186.191.114	Sent: 10/22/2026 3:56:05 PM Viewed: 10/22/2026 3:57:06 PM Signed: 10/22/2026 3:57:18 PM
Electronic Record and Signature Disclosure: Accepted: 10/22/2026 3:57:06 PM ID: dea3d2c9-10b6-46b0-9974-40892b676901		
Ron van Asperen ron.vanasperen@nutanix.com Service Delivery Leader Security Level: Email, Account Authentication (None)	Initial RVA Signature Adoption: Pre-selected Style Using IP Address: 151.186.183.142	Sent: 10/22/2026 3:56:06 PM Viewed: 10/22/2026 4:46:34 PM Signed: 10/22/2026 4:46:48 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Casey Wise cwise@gckschools.com Gardeb City Public Schools Security Level: Email, Account Authentication (None)		Sent: 10/22/2026 4:46:53 PM Viewed: 10/22/2026 5:03:11 PM
Electronic Record and Signature Disclosure: Accepted: 10/22/2026 5:03:11 PM ID: b39751a7-820f-4563-8e42-be2a593b4c52		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Dave Heinen Dave.Heinen@us.logicalis.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/22/2026 4:46:51 PM Viewed: 10/22/2026 4:56:39 PM
Jiani Bryant jiani.bryant@nutanix.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/22/2026 4:46:52 PM Viewed: 10/23/2026 8:29:36 AM
Lexi Wilkes Lexi.Wilkes@us.logicalis.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 10/22/2026 4:46:52 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/22/2026 3:56:06 PM
Certified Delivered	Security Checked	10/22/2026 5:03:11 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

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Operating Systems: Windows® 2000, Windows® XP, Windows Vista®; Mac OS®
Browsers: Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader: Acrobat® or similar software may be required to view and print PDF files
Screen Resolution: 800 x 600 minimum
Enabled Security Settings: Allow per session cookies
** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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- Until or unless I notify Nutanix as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Nutanix during the course of my relationship with you.

MEMORANDUM

TO: Board of Education
THRU: Mr. Josh Guymon, Superintendent
FROM: Casey Wise | Director of Technology
DAT E: November 9, 2026
RE: Approve Bid for New Bell/Intercom System at KHMS

ISSUE:

The current bell and intercom system at Kenneth Henderson Middle School requires an upgrade to include both the new addition and the existing facility.

BACKGROUND:

Due to the planned addition of new classrooms and facilities at Kenneth Henderson Middle School, combined with the age of the current equipment, a complete upgrade to the intercom system was determined to be the best path forward. INAalert was tasked with designing and quoting a bid to perform the upgrade throughout the building.

A conference call was held with the district facilities manager, architect, and INAalert to determine the optimal solution and timeline. A subsequent walkthrough of the facility with INAalert, the architect, and the engineering team took place on Tuesday, October 6, 2026. The attached quote (#16995-26) was formally received on Monday, November 2, 2026.

ALTERNATIVES:

1. Accept the proposed INAalert quote #16995-26 for the quoted price of $205,401.25. The contract utilizes the Greenbush contract which is referenced in the hardware discounted price.
2. Take no action on updating and adding intercoms at Kenneth Henderson Middle School.

RECOMMENDATION:

Accept the proposed bid from INA Alert per the attached quote #16995-26.

FISCAL NOTE:

Funds in the amount of $205,401.25 are available and allocated within the existing 2026–2027 Technology Safety & Security budget. No additional district funds will be required.

ATTACHMENTS:

INAalert Quote #16995-26

TECHNOLOGY PROPOSAL

USD 457 Garden City Public Schools

INTERCOM System · Quote # 16995-26

INA alert.
Technology Products and Service
PO BOX 96 · 112 N Main
Ellinwood, KS 67526

Contact: Casey Wise
Address: 2406 Fleming St, Garden City, KS 67846
Contract #: Greenbush — 22.8 ESC-SAFESECURE2022
Date Prepared: October 28, 2026
Greenbush Contract
Prepared By: Jayce Christiansen

INTERCOM HARDWARE & ACCESSORIES — $89,583.37

QTY	MODEL / PART #	DESCRIPTION	UNIT COST	LINE TOTAL
49	NQ-S1810WBC	NYQUIST IP PAGING SYSTEM - VoIP WALL BAFFLE COMBO SPEAKER WITH LED DISPLAY	$1,206.98	$59,142.02
10	SPT15A	SPEAKER, PAGING HORN w/ TRANSFORMER, 15 WATT	$114.44	$1,144.40
2	NQ-DSC01	Dual Sided Hallway Combo Display	$1,434.38	$2,868.76
8	A8TWHT	SPEAKER, ALL-WEATHER, MODEL A8 W/TRANSFORMER WHITE	$409.43	$3,275.44
8	BCBP-31S-404-0R	Bogen Digital, IP, 3100 Model, 4.0 in., 4 Digits, PoE, Red Display, Surface Wall Mount	$573.17	$4,585.36
2	NQ-A4120-G2	NYQUIST IP PAGING SYSTEM AMPLIFIER, 70V (2Ch x 240W) / 25V (4Ch x 120W) 2RU IP Power Amp Gen2	$1,882.28	$3,764.56
1	NQ-SYSCTRL	NYQUIST IP PAGING SYSTEM - SYSTEM CONTROLLER (H/W ONLY)	$1,462.79	$1,462.79
1	NQ-ZPMS-G2	Nyquist Zone Paging Microphone Station with Touch Screen	$1,767.15	$1,767.15
54	CSD2X2VR	SPEAKER, CEILING, DROP IN PANEL, 2X2, w/ RECESSED VOLUME CONTROL PACKAGED 2 PER BOX	$120.45	$6,504.30
48	NQ-E7020-G2	NYQUIST IP PAGING SYSTEM - DIGITAL CALL SWITCH GEN2	$54.32	$2,607.36
1	NQ-A4300-G2	NYQUIST IP PAGING SYSTEM AMPLIFIER, 70V (2Ch x 600W) / 25V (4Ch x 300W) 2RU IP Power Amp Gen2	$2,461.23	$2,461.23

INTERCOM SOFTWARE & LICENSING — $32,462.08

QTY	MODEL / PART #	DESCRIPTION	UNIT COST	LINE TOTAL
1	NQ-E7000SWL	NYQUIST E7000 EDUCATIONAL SYSTEM SOFTWARE - SYSTEM LICENSE	$8,660.83	$8,660.83
4	NQ-E7000SSL	NYQUIST E7000 EDUCATIONAL SYSTEM SOFTWARE-STATION LICENSE PACK(25)	$992.40	$3,969.60
1	NQ-E7000CCL	NYQUIST E7000 EDUCATIONAL SYSTEM SOFTWARE-CONCURRENT CALL LICENSE PACK(10)	$1,661.97	$1,661.97
1	NQ-E7SWLMAINT15X	NYQUIST 15-YEAR EXTENDED S/W UPDATE SUBSCRIPTION - SYSTEM LICENSE	$11,071.66	$11,071.66
4	NQ-E7SSLMAINT15X	NYQUIST 15-YEAR EXTENDED S/W UPDATE SUBSCRIPTION - STATION LICENSES	$1,256.18	$5,024.72
1	NQ-E7CCLMAINT15X	NYQUIST 15-YEAR EXTENDED S/W UPDATE SUBSCRIPTION - CONCURRENT CALL LICENSES	$2,073.30	$2,073.30

CABLING & INFRASTRUCTURE — $10,897.20

QTY	MODEL / PART #	DESCRIPTION	UNIT COST	LINE TOTAL
13760	66-246-2B	Cat6 Indoor Plenum 23-4P UTP-CMP SOL BC FEP/FRPVC DATAGAIN Blue Reel-In-A-Box (per ft)	$0.62	$8,531.20
2000	77-246-E1	Cat6 Outdoor Plenum 4X23 C6 CMR/CMX Reel In Box (per ft)	$0.47	$940.00
6200	1802CMPDWC	18/2 Plenum Cable (per ft)	$0.23	$1,426.00

LABOR & SERVICES — $92,400.00

QTY	SERVICE TYPE	DESCRIPTION	UNIT COST	LINE TOTAL
460	Installation	Hardware Installation & Software Configuration	$190.00	$87,400.00
1	Miscellaneous	Misc: Connectors, Mounting Brackets, Clips, Etc	$5,000.00	$5,000.00

Currency: USD

Greenbush Contract — 15% Discount (Hardware Only)	-$19,941.40
Subtotal	$ 205,401.25
Shipping & Handling	
Sales Tax %	
Total	**$ 205,401.25**

Pricing valid until November 12, 2026. Pricing is subject to change based on manufacturer availability after this date.

SCOPE OF WORK

This proposal includes all necessary hardware, software, and labor to install a new Bogen Nyquist intercom, paging, bell, and clock system for USD 457 Garden City Public Schools. The system is designed to provide intercom communication, paging, bell scheduling, and synchronized time display at Kenneth Henderson Middle School.

- Forty-nine (49) wall speaker and clock combinations for the mapped classrooms and designated areas, including the large classroom and two (2) in the athletic rooms (map markers B133 and B134).

- Two (2) double-sided speaker and clock combinations at the mapped hallway and common-area locations.

- Fifty-four (54) drop-in ceiling speakers in the mapped rooms, corridors, and common areas.

- Eight (8) A8 speakers in the gymnasium, athletic areas, and other mapped locations.

- Ten (10) horn speakers at the exterior and other mapped locations.

- Eight (8) network clocks in the mapped office and kitchen areas.

- Three (3) network audio amplifiers serving designated speaker circuits.

- Forty-eight (48) new call buttons at the designated speaker and clock combinations.

- One (1) new Nyquist head-end, associated system and station licensing, and one (1) paging microphone station.

- Approximately fifteen thousand seven hundred sixty (15,760) feet of indoor and outdoor Category 6 cable and six thousand two hundred (6,200) feet of speaker cable as preliminary allowances, subject to final cable routing.

The system will connect through school-provided network switches. INA Alert will coordinate with school IT to verify available network ports and PoE/PoE+ power capacity before commissioning.

All devices will be professionally installed and configured to provide reliable communication and coverage based on site conditions. INA Alert technicians will coordinate with the designated point of contact during installation to review and confirm final device locations prior to project completion. Upon completion of the installation, system training will be provided to ensure designated personnel are familiar with system operation and basic functionality.

Any changes to this scope of work may result in an adjustment to the final project price.

PAYMENT OPTIONS

ONE-TIME PAYMENT
$205,401.25

OR 5-YEAR PAYMENT PLAN
$4,154.97/mo
60 months · 7.9% APR
Please Indicate: ☐ Accept ☐ Decline

*Financing terms shown are estimates and will be finalized with our Business Office upon acceptance.

APPROVED BY (CUSTOMER)

SIGNATURE

PRINTED NAME

TITLE

DATE

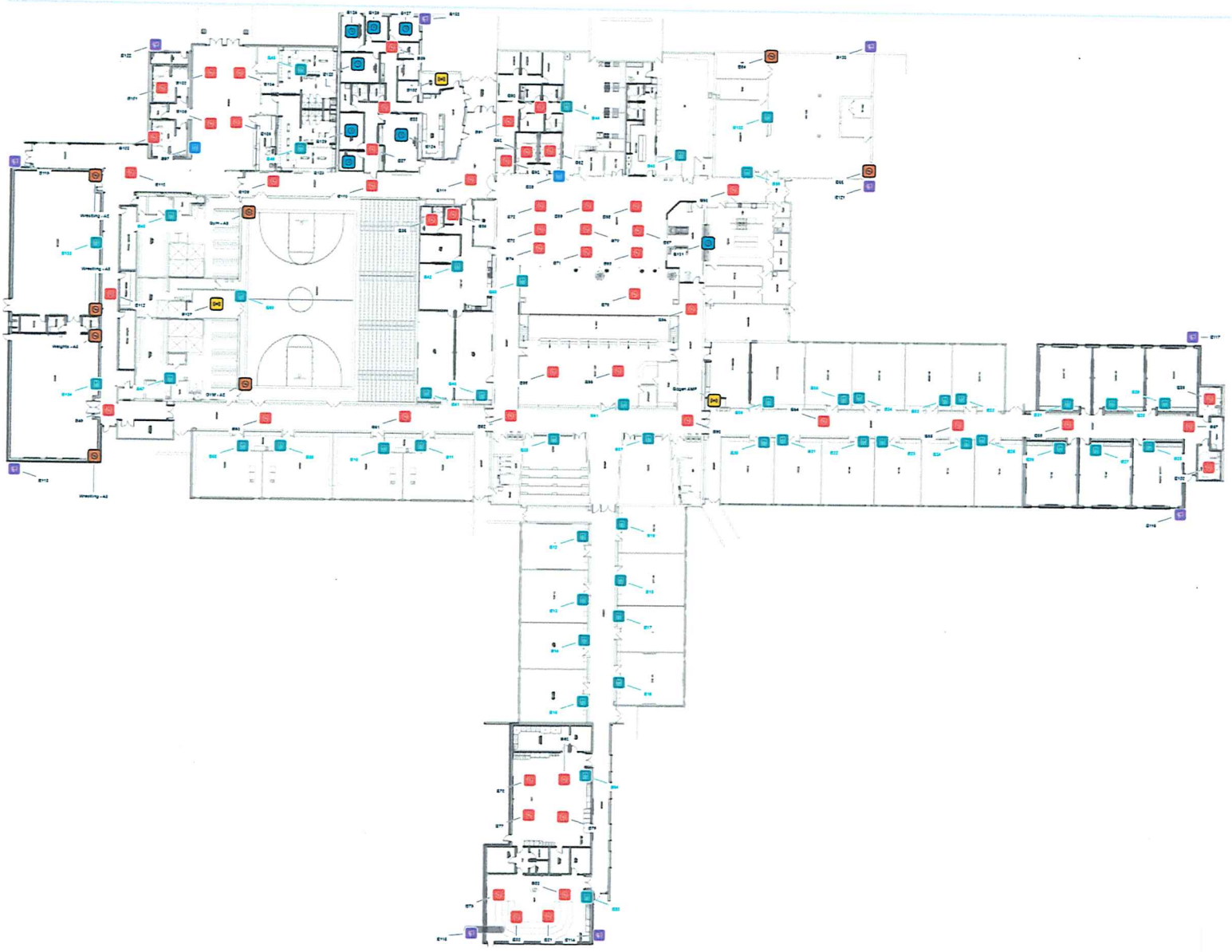
INA ALERT, INC. REPRESENTATIVE

SIGNATURE

PRINTED NAME

TITLE

DATE



Map legend

- Bogen amplifier (3)
- Bogen Dual-sided Clock — Bogen IP wall speaker (2)
- Digital IP Clock — Clock (8)
- Bogen A8 Speaker — Bogen pendant speaker (8)
- Bogen Drop-in Speaker — Bogen ceiling speaker (54)
- Bogen IP Speaker and Clock — Bogen IP wall speaker (49)
- Bogen horn speaker (10)

TERMS & CONDITIONS

1. Agreement & Acceptance
This proposal, together with any attached exhibits and specifications, constitutes the Agreement between INA Alert, Inc. ("Contractor") and the Customer and becomes binding upon written acceptance by both parties. Pricing is valid for fifteen (15) days unless otherwise stated in writing.

2. Scope of Work
Contractor shall provide the equipment and services described in the accepted proposal. Any materials, services, or labor not specifically identified are excluded and may require a written change order approved by both parties prior to execution.

3. Pricing, Taxes & Freight
All pricing is based on current manufacturer costs at the time of quotation. Applicable sales tax, shipping, freight, permit fees, and regulatory costs are estimated and will be invoiced at actual cost if different from quoted amounts. Contractor reserves the right to adjust pricing in the event of manufacturer price increases prior to equipment procurement.

4. Payment Terms
Unless otherwise agreed in writing, fifty percent (50%) of the total contract amount is due upon execution of this Agreement, twenty-five percent (25%) is due prior to commencement of installation, and the remaining twenty-five percent (25%) is due upon substantial completion. Equipment may be delivered on-site prior to installation. If the project extends beyond thirty (30) days from the start of installation, Contractor may issue progress invoices based on work completed. Equipment designated as drop-shipped and not including installation services requires one hundred percent (100%) payment prior to procurement and shipment, unless alternative terms are expressly provided under an applicable state contract or agreed to in writing by both parties. Financing terms outlined in the proposal are estimates only, and final financing terms, rates, and payment schedules will be coordinated and confirmed through the Business Office upon acceptance.

5. Site Conditions & Customer Responsibilities
Customer shall provide safe and reasonable access to all work areas and ensure required power, network infrastructure, internet service, and phone lines are installed and operational prior to installation. Customer is responsible for rental costs of lifts or specialized equipment unless otherwise stated. If deficiencies in existing systems or infrastructure are identified, additional labor or materials may be required and will be addressed through a written change order.

6. Equipment Installation & Ship-to-Site Items
Equipment quoted as ship-only is the responsibility of the Customer to install. If Contractor is requested to provide additional on-site services not included in the original scope, standard labor rates will apply.

7. Delivery & Delays
Contractor shall not be liable for delays resulting from manufacturer supply chain issues, acts of God, labor shortages, governmental action, or other circumstances beyond its reasonable control.

8. Substantial Completion
Substantial completion occurs when the system is installed, configured, and operational in accordance with the accepted scope of work. Minor punch list items shall not delay final payment.

9. Late Payments
Invoices are due within thirty (30) days of the billing date. Any balance not paid within thirty (30) days may accrue a service charge of three percent (3%) per month, or the maximum rate permitted by law, beginning on the thirty-first (31st) day, calculated on the outstanding balance.

10. Limitation of Liability
Contractor's total liability under this Agreement shall not exceed the total amount paid under this Agreement. Contractor shall not be liable for indirect, incidental, consequential, or special damages.

11. Warranty
Manufacturer warranties apply to all equipment provided. Contractor warrants installation labor for ninety (90) days from substantial completion unless otherwise specified in writing.

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Brandon Anderson, Director of Plant Facilities
DATE: 10/29/2026
RE: **Consider and Act on Service Order #15 for Alta Brown Elementary School HVAC Repairs.**

ISSUE & BACKGROUND:

Under our Master Agreement with GMCN as our Architect of Record here is proposed Service Order #15. This project would be to replace 24 RTU's like for like, very similar to the Garfield HVAC project last summer.

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

ALTERNATIVES:

RECOMMENDATION:

Staff's recommendation would be to approve GMCN to design and bid the HVAC Repair/Replacement at Alta Brown Elementary and approve the director to sign the agreement and then bring bids back to the board for final approval when received.

FISCAL NOTE:

We have $750,000 budgeted for this project in the Long-Range Plan. The proposed fee to design and bid the project by GMCN has a fee of $55,000.

ATTACHMENTS:

Proposed Service Order #15 from GMCN

AIA® Document B221™ – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 15 made as of the Twenty-Ninth day of October in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

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

Garden City Schools U.S.D. No. 457
1205 Fleming Street
Garden City, Kansas 67846
620-805-8704

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

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

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

Alta Brown HVAC Repairs
1110 East Pine
Garden City, Kansas 67846

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

form a Service Agreement.

The Owner and Architect agree as follows.

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

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

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

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TABLE OF ARTICLES

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

Replacement of 24 Roof Top Units

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

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

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

§ 2.1.1 Basic Services

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

§ 2.1.1.1 Schematic Design Phase Services

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

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

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

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

§ 2.1.1.1.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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

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

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

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

§ 2.1.1.2 Design Development Phase Services

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

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

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

§ 2.1.1.3 Construction Documents Phase Services

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

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

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

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

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

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

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

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

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

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

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

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

§ 2.1.1.5 Construction Phase Services
§ 2.1.1.5.1 General
§ 2.1.1.5.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner

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and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

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

§ 2.1.1.5.2 Evaluations of the Work

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

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

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

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

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

§ 2.1.1.5.3 Certificates for Payment to Contractor

§ 2.1.1.5.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.1.1.5.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has

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progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

§ 2.1.1.5.4 Submittals

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

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

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

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

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

§ 2.1.1.5.5 Changes in the Work

§ 2.1.1.5.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

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Article 4 of the Master Agreement, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

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

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

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

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

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

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be Determined

.2 Substantial Completion date:

To be Determined

ARTICLE 4 COMPENSATION
§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

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.1 Stipulated Sum
(Insert amount)

Fifty-Five Thousand Dollars ($55,000.00)

.2 Percentage Basis
(Insert percentage value)

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

.3 Other
(Describe the method of compensation)

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

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

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

ARTICLE 5 INSURANCE

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

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

Coverage	**Limits**

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ARTICLE 6 PARTY REPRESENTATIVES

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

Brandon Anderson
1205 Fleming Street
Garden City, Kansas 67846
620-805-8704

banderson1@gckschools.com

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

Nick Nemechek
115 E Laurel St.
Garden City, Kansas 67846
620-276-3244

nnemechek@gmcnarchitects.com

ARTICLE 7 ATTACHMENTS AND EXHIBITS

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

.1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;

.2 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

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

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
BY:	BY: Nick Nemechek, President
(Printed name and title)	*(Printed name, title, and license number if required)*

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MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Brandon Anderson, Director of Plant Facilities
DATE: 10/29/2026
RE: **Consider and Act on Service Order #16 for Re-Roof and Envelope repair at the ESC.**

ISSUE & BACKGROUND:

Under our Master Agreement with GMCN as our Architect of Record here is proposed Service Order #16. This project would be to re-roof and envelop repair at the ESC.

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

ALTERNATIVES:

RECOMMENDATION:

Staff's recommendation would be to approve GMCN to design and bid the re-roof and envelop repair at the ESC for a proposed fee of $43,750 and approve the director to sign the agreement and then bring bids back to the board for final approval when received.

FISCAL NOTE:

In the Long-Range Plan, we only had $200,000 budgeted as we thought the roof just needed a cover sheet. After scanning the roof, it was found that the entire roof is saturated with water and it would require a total tear off and re-roof. The current cost projection is $912,050 to $982,500. That is substantially higher than budgeted but we do plan to come under budget at JDA and VO for their summer projects. I suggest we bid this last after all other projects are bid to be sure we stay close to the overall budget.

ATTACHMENTS:

Proposed Service Order #16 from GMCN

AIA® Document B221™ – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 16 made as of the Twenty-Ninth day of October in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

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

Garden City Schools U.S.D. No. 457
1205 Fleming Street
Garden City, Kansas 67846
620-805-8704

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

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

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

Educational Support Center Re-Roof & Fascia/Soffit Repairs
1205 Fleming Street
Garden City, Kansas 67846

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

form a Service Agreement.

The Owner and Architect agree as follows.

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

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

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

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TABLE OF ARTICLES

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

Complete tear off and replacement:
Tear off existing roofing down to existing roof deck.
Install new polyisocyanurate roof insulation with 1/2" cover board.
Install new roof membrane

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

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

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

§ 2.1.1 Basic Services

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

§ 2.1.1.1 Schematic Design Phase Services

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

§ 2.1.1.1.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in

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terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

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

§ 2.1.1.1.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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

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

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

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

§ 2.1.1.2 Design Development Phase Services

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

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

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

§ 2.1.1.3 Construction Documents Phase Services

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

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

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

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

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

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

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

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

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

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

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

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

§ 2.1.1.5 Construction Phase Services

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§ 2.1.1.5.1 General

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

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

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

§ 2.1.1.5.2 Evaluations of the Work

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

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

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

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

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

§ 2.1.1.5.3 Certificates for Payment to Contractor

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

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

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

§ 2.1.1.5.4 Submittals

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

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

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

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

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

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§ 2.1.1.5.5 Changes in the Work

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

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

§ 2.1.1.5.6 Project Completion

§ 2.1.1.5.6.1 The Architect shall:

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

.2 issue Certificates of Substantial Completion;

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

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

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

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

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

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

§ 2.1.2 Additional Services

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

.1 Commencement of construction date:

To be Determined

.2 Substantial Completion date:

To be Determined

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ARTICLE 4 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

Forty-Three Thousand Seven Hundred Fifty Dollars ($43,750.00)

.2 Percentage Basis
(Insert percentage value)

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

.3 Other
(Describe the method of compensation)

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

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

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

ARTICLE 5 INSURANCE

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

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

Coverage	Limits

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ARTICLE 6 PARTY REPRESENTATIVES

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

Brandon Anderson
1205 Fleming Street
Garden City, Kansas 67846
620-805-8704

banderson1@gckschools.com

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

Clark Simpson
115 E Laurel St.
Garden City, Kansas 67846
620-276-3244

csimpson@gmcnarchitects.com

ARTICLE 7 ATTACHMENTS AND EXHIBITS

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

.1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;

.2 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

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

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
BY:	BY: Clark Simpson, Senior Principal Architect
(Printed name and title)	*(Printed name, title, and license number if required)*

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MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Brandon Anderson, Director of Plant Facilities
DATE: 10/29/2026
RE: **Consider and Act on Service Order #17 for roof repair at Victor Ornelas Elementary School. This would be for sections D, E, F & G. (app. 42,000 sq. ft.)**

ISSUE & BACKGROUND:

Under our Master Agreement with GMCN as our Architect of Record here is proposed Service Order #17. This project would be to re-roof areas D, E. F & G at Victor Ornelas Elementary.

Sections A, B & C were done in 2021.

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

ALTERNATIVES:

RECOMMENDATION:

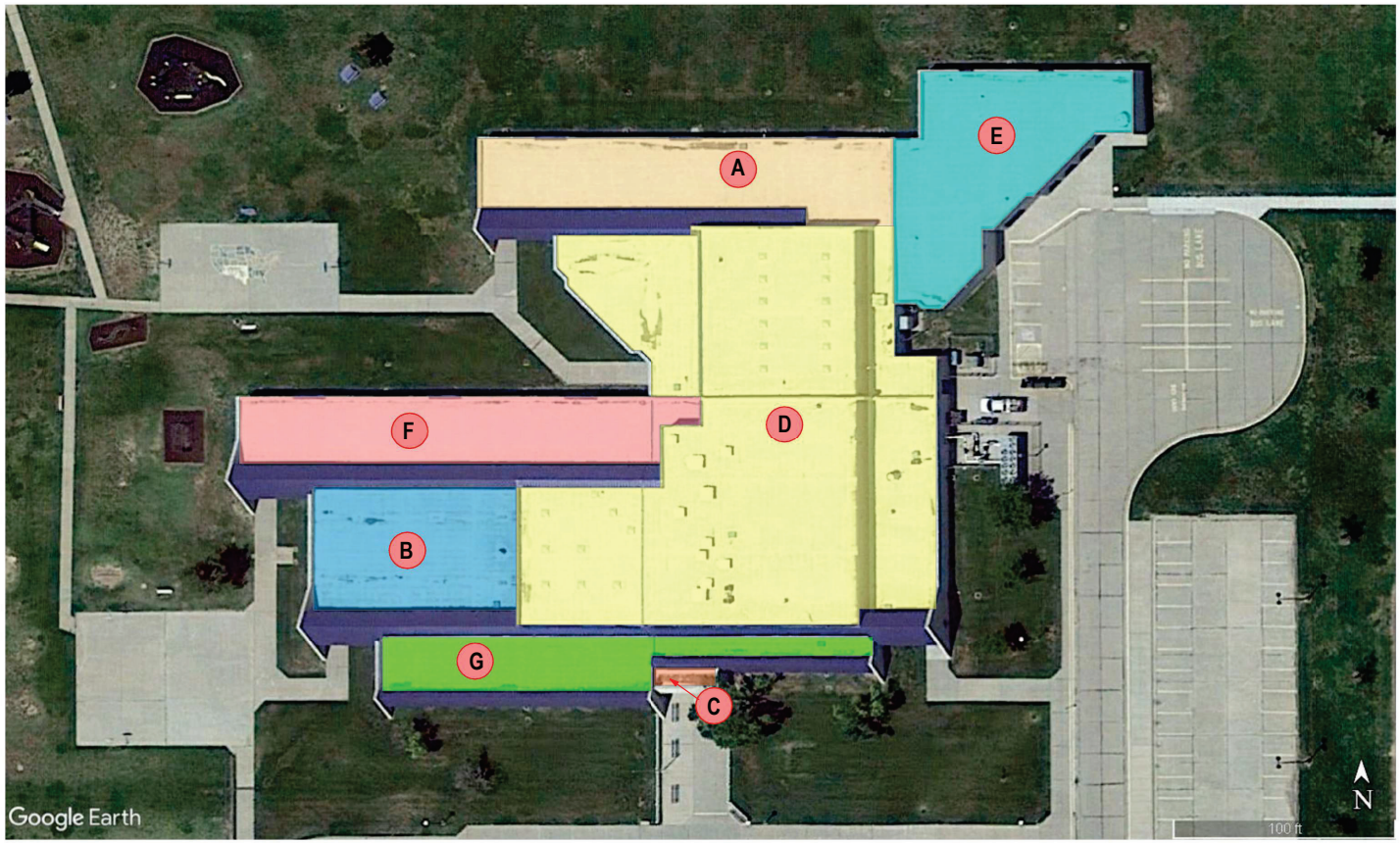
Staff's recommendation would be to approve GMCN to design and bid the re-roof of area D, E, F & G for a proposed fee cost of $30,200 and approve the director to sign the agreement and then bring bids back to the board for final approval when received.

FISCAL NOTE:

Re-Roofing areas D, E, F & G is in the Long-Range Plan with a budget of $1,522,000. GMCN estimates the work to be done at $637,650 to $700,515 as the scans came back good and we do not have to do a total tear off on this potion with the exception of a small area.

ATTACHMENTS:

Proposed Service Order #17 from GMCN



1 VICTOR ORNELAS
1" = 30'-0"

0' 15' 30' 60'

LEGEND

A
Roof type: Modified Bitumen Roofing
Size: 5,939 s.f.
Roof Installed: 2021
Roof Coated: N/A

B
Roof type: Modified Bitumen Roofing
Size: 4,905 s.f.
Roof Installed: 2021
Roof Coated: N/A

C
Roof type: Modified Bitumen Roofing
Size: 208 s.f.
Roof Installed: 2021
Roof Coated: N/A

D
Roof type: Modified Bitumen Roofing
Size: 25,829 s.f.
Roof Installed: 1985
Roof Coated: 2009

E
Roof type: Modified Bitumen Roofing
Size: 6,559 s.f.
Roof Installed: 1991
Roof Coated: 2009

F
Roof type: Modified Bitumen Roofing
Size: 5,820 s.f.
Roof Installed: 1985
Roof Coated: 2009

G
Roof type: Modified Bitumen Roofing
Size: 3,701 s.f.
Roof Installed: 1985
Roof Coated: 2009

AIA® Document B221™ – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 17 made as of the Twenty-Ninth day of October in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

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

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

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

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

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

Victor Ornelas Re-Roof
3401 E Spruce Garden City, Kansas 6784

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

form a Service Agreement.

The Owner and Architect agree as follows.

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

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

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

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TABLE OF ARTICLES

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

Recover of existing roof:
Install new 1/2" Cover-Board over coated area of existing Mod-Bit membrane.
If infrared scan reveals wet insulation or cores show more than one existing roof – tear off existing down to existing roof deck and install new Polyisocyanurate roof insulation.
Install new roof membrane

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

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

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

§ 2.1.1 Basic Services

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

§ 2.1.1.1 Schematic Design Phase Services

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

§ 2.1.1.1.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in

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terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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

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

§ 2.1.1.1.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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

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

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

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

§ 2.1.1.2 Design Development Phase Services

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

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

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

§ 2.1.1.3 Construction Documents Phase Services

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

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

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

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

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

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

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

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

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

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

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

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

§ 2.1.1.5 Construction Phase Services

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§ 2.1.1.5.1 General

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

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

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

§ 2.1.1.5.2 Evaluations of the Work

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

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

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

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

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

§ 2.1.1.5.3 Certificates for Payment to Contractor

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

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

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

§ 2.1.1.5.4 Submittals

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

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

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

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

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

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§ 2.1.1.5.5 Changes in the Work

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

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

§ 2.1.1.5.6 Project Completion

§ 2.1.1.5.6.1 The Architect shall:

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

.2 issue Certificates of Substantial Completion;

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

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

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

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

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

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

§ 2.1.2 Additional Services

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

.1 Commencement of construction date:

To be Determined

.2 Substantial Completion date:

To be Determined

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ARTICLE 4 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

Thirty Thousand Two Hundred Fifty Dollars ($30,250.00)

.2 Percentage Basis
(Insert percentage value)

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

.3 Other
(Describe the method of compensation)

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

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

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

ARTICLE 5 INSURANCE

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

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

Coverage	Limits

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ARTICLE 6 PARTY REPRESENTATIVES

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

Brandon Anderson
1205 Fleming Street
Garden City, Kansas 67846
620-805-8704

banderson1@gckschools.com

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

Clark Simpson
115 E Laurel St.
Garden City, Kansas 67846
620-276-3244

csimpson@gmcnarchitects.com

ARTICLE 7 ATTACHMENTS AND EXHIBITS

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

.1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;

.2 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

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

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
BY:	BY: Clark Simpson, Senior Principal Architect
(Printed name and title)	*(Printed name, title, and license number if required)*

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MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Brandon Anderson, Director of Plant Facilities
DATE: 10/30/2026
RE: Consider and Act on Service Order #18 for total HVAC replacement at JDA (Garden City Achieve).

ISSUE & BACKGROUND:

Under our Master Agreement with GMCN as our Architect of Record here is proposed Service Order #18. This project would be to replace like for like all units at JDA with an alternate to check and inspect both pipes on the system and make repairs to insulation and system where needed.

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

ALTERNATIVES:

RECOMMENDATION:

Staff's recommendation would be to approve GMCN to design and bid for replacement of all HVAC system at JDA with a fee of $60,000 and approve the director to sign the agreement and then bring bids back to the board for final approval when received.

FISCAL NOTE:

We have a total budget of $2,505,600 set aside in the Long-Range Plan for this project. We have an estimate of $1,400,000 from GMCN.

ATTACHMENTS:

Proposed Service Order #18 from GMCN

AIA® Document B221™ – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 18 made as of the Second day of November in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

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

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

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

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

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

J. D. Adans Hall HVAC Replacement
1312 N. 7th
Garden City, Kansas 67846

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

form a Service Agreement.

The Owner and Architect agree as follows.

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

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

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

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TABLE OF ARTICLES

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7 ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

Full HVAC system replacement

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

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

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

§ 2.1.1 Basic Services

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

§ 2.1.1.1 Schematic Design Phase Services

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

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

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

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

§ 2.1.1.1.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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

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

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

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

§ 2.1.1.2 Design Development Phase Services

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

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

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

§ 2.1.1.3 Construction Documents Phase Services

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

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

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

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

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

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

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

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

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

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

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

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

§ 2.1.1.5 Construction Phase Services
§ 2.1.1.5.1 General
§ 2.1.1.5.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner

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and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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

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

§ 2.1.1.5.2 Evaluations of the Work

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

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

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

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

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

§ 2.1.1.5.3 Certificates for Payment to Contractor

§ 2.1.1.5.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.1.1.5.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has

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progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

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

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

§ 2.1.1.5.4 Submittals

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

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

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

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

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

§ 2.1.1.5.5 Changes in the Work

§ 2.1.1.5.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

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Article 4 of the Master Agreement, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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

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

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

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

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

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

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be Determined

.2 Substantial Completion date:

To be Determined

ARTICLE 4 COMPENSATION
§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

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.1 Stipulated Sum
(Insert amount)

Sixty Thousand Dollars ($60,000.00)

.2 Percentage Basis
(Insert percentage value)

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

.3 Other
(Describe the method of compensation)

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

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

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

ARTICLE 5 INSURANCE

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

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

Coverage	**Limits**

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ARTICLE 6 PARTY REPRESENTATIVES

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

Brandon Anderson
1205 Fleming Street
Garden City, Kansas 67846
620-805-8704

banderson1@gckschools.com

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

Nick Nemechek
115 E Laurel St.
Garden City, Kansas 67846
620-276-3244

nnemechek@gmcnarchitects.com

ARTICLE 7 ATTACHMENTS AND EXHIBITS

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

.1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;

.2 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

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

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

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
BY:	BY: Nick Nemechek, President
(Printed name and title)	*(Printed name, title, and license number if required)*

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MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Brandon Anderson, Director of Plant Facilities
DATE: 10/29/2026
RE: **Consider and Act on releasing Request for Proposals to design Playground expansion to include K-4 at Bernadine Sitts and Charles Stones playgrounds to prepare and equip for reconfiguration.**

ISSUE & BACKGROUND:

As we move toward reconfiguration to start in August of 2028 this will need to be done to add playground equipment for grades K-4 currently not offered at these 2 campuses.

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

ALTERNATIVES:

RECOMMENDATION:

Approve releases the RFP and compile information once received, prepare a committee to review and score and bring back the top proposal (s) to the Board for further direction and approval.

FISCAL NOTE:

In the Long Range Plan we have $250,000 budgeted for each campus for a total allocated amount of $500,000.

ATTACHMENTS:

Proposed Request for Proposals

REQUEST FOR PROPOSALS (RFP)

Turnkey School Playground Design, Supply, and Installation

RFP Reference Number: RFP #2027-BS/CS PLG-K4

Issuing Organization: Garden City Public Schools (USD 457)

Release Date: November 4, 2026

Proposal Submission Deadline: January 20, 2027, by 4:00 PM CST

1.Project Background & Objective Garden City Public Schools (USD 457) is seeking comprehensive, turnkey proposals from qualified commercial playground manufacturers and certified installers to design, supply, and install two (2) separate playgrounds. The goal of this project is to create highly engaging, durable, and inclusive outdoor play environments that specifically serve students in Kindergarten through 4th Grade (Ages 5–10) at the following locations:

-Campus A: Bernadine Sitts Elementary School
-Campus B: Charles Stones Elementary School

2. Crucial Project Timelines & Milestones The entire scope of work—including district site preparation, vendor delivery, and complete installation—must take place between May 1, 2027, and August 1, 2027. No timeline extensions will be granted. The playgrounds must be fully operational and safety-certified before students return for the 2027–2028 school year.

Project Schedule & Deadlines

-January 20, 2027: Proposal Submission Deadline. Bids must be submitted by 4:00 PM CST.

-February 8, 2027: Anticipated Board Approval & Contract Award.

-May 1, 2027 – May 31, 2027: District Site Readiness Window. District crews execute all demolition, grading, and drainage work at both campuses.

-June 1, 2027 – June 5, 2027: Joint Site Inspection & Sign-Off. Vendor and the District Facilities Director conduct a mandatory walkthrough at both Bernadine Sitts and Charles Stones to verify sub-grade readiness.

-June 7, 2027: Vendor Mobilization & Delivery. Playground equipment and surfacing materials arrive on-site.

-June 8, 2027 – July 20, 2027: Vendor Installation Window. Complete assembly of structures, footings, borders, and safety surfacing at both locations.

-July 21, 2027 – July 25, 2027: Third-Party Safety Audit. Certified Playground Safety Inspector (CPSI) review and corrections.

-August 1, 2027: Final Project Handover. Clean site delivery to the district.

-Liquidated Damages: Due to the critical nature of the school calendar, the contract includes a liquidated damages clause of $500 per calendar day for every day completion is delayed past August 1, 2027.

3. Scope of Work (SOW) & Division of Labor

A. District Responsibilities (Excluded from Vendor Scope) Garden City Public Schools will perform and complete the following preliminary site work at both Bernadine Sitts and Charles Stones prior to the vendor's equipment delivery:

-Demolition & Removal: Complete removal and disposal of all existing playground structures, footings, borders, and old surfacing materials.

-Grading & Sub-grade Preparation: Excavation and leveling of the play areas to the vendor's specified sub-grade depth, ensuring a smooth, compacted dirt surface.

-Drainage Systems: Installation of any required French drains, sub-surface drainage pipes, or stone base layers.

B. Vendor Responsibilities (Turnkey Equipment & Installation) The selected vendor shall provide all labor, materials, insurance, and equipment necessary to deliver a turnkey playground project inside the district-prepared site cutouts:

-Layout & Staking: Final precision layout of the play structures based on approved design drawings.

-Digging & Footings: Augering holes for structural posts and pouring concrete footings beneath the district-prepared grade line.

-Equipment Assembly: Complete assembly of all commercial-grade K-4 play structures, swings, and independent motion elements.

-Surfacing System Installation: Supply and installation of containment borders (retaining walls), ADA ramps, and the complete safety surfacing system.

-Post-Installation Safety Audit: Provision of a third-party Certified Playground Safety Inspector (CPSI) safety clearance audit prior to district handover.

C. Core K-4 Playground Design Intent

-Age Appropriateness & Flow: Layouts must seamlessly zone younger and older students. Low-to-the-ground balance elements and sensory stations should group together on one side, transitioning to higher-energy overhead climbers on the other.

-Deck and Fall Heights: Maximum platform deck heights must not exceed 6 feet to accommodate the younger K-1 age spectrum safely, while still offering challenging slide heights for 3rd and 4th graders.

-Physical Variety: Equipment selections must include a diverse mix of upper-body agility (horizontal ladders/ring bridges), motion (stepping pods, balance beams, minimum of 4 traditional swings), and geometric climbing networks.

-Inclusive & ADA Play: A minimum of 35% of all play components must be accessible. This must include at least two (2) ground-level inclusive motion pieces (e.g., an ADA-accessible carousel, spinner, or inclusive swing seat) and interactive musical panels.

-Capacity: Each playground design must safely accommodate a minimum of 75 to 100 students simultaneously.

-Surfacing Specifications: Certified Poured-in-Place (PIP) Rubber or high-density Rubber Tiles are required for high-traffic transition zones (under swings and slide exits). Premium Engineered Wood Fiber (EWF)with a minimum settled depth of 12 inches may be utilized in remaining containment areas.

4. Compliance & Warranty Requirements

A. Safety Standards Proposals must explicitly state that all equipment, materials, and installations comply with:

-ASTM F1487 (Public Use Playground Equipment Standards)

-CPSC Guidelines (Handbook for Public Playground Safety)

-ADA Standards for Accessible Design

-IPEMA Certification (International Playground Manufacturers Association)

B. All-Inclusive Structural Warranty Requirements All proposed equipment must be backed by heavy-duty commercial warranties. Proposing vendors must submit certificate proof matching or exceeding the following:

-Lifetime Warranty: On aluminum and steel upright support posts, stainless steel hardware, and eco-core plastic decks/platforms against structural failure due to corrosion or material defects.

-15-Year Warranty: On commercial-grade rotationally molded plastic components (slides, tunnels, roofs) against severe fading, cracking, or structural splitting.

-10-Year Warranty: On steel climbing cables, structural nets, moving agile components, and integrated shade structure frames.

-5-Year Warranty: On shade fabric sails (against tearing and UV degradation) and high-density polyethylene (HDPE) interactive panels.

-3-Year Warranty: On Poured-in-Place (PIP) rubber surfacing wear layers and high-traffic swing components.

-1-Year Labor Warranty: A comprehensive installation warranty covering all labor costs to repair any component failing due to installation defects.

5. Budget Parameters & Cost Breakdown The fixed maximum budget for this project is $250,000 gross per campus, for a total multi-site contract value of $500,000. This budget is all-inclusive of equipment, freight, surfacing, and labor. Vendors, please provide transparent pricing for each separate site and category:

-Budget Line-Item Bernadine Sitts (K-4) / Charles Stones (K-4)

-Playground Equipment Structures (Decks, slides, climbers) $

-Independent Play Events (Swings, standalone spinners, music) $

-Integrated Shade Systems (Post-mounted or standalone fabric) $

-Safety Surfacing System** (EWF material, PIP rubber zones, cloth) $

-Containment Borders & ADA Ramps (Timber/plastic borders) $

-Freight, Delivery & Offloading Logistics $

-Certified Installation Labor (Post setting, assembly) $

-Third-Party CPSI Safety Audit & Closeout $

-Performance Bond Cost (Kansas Stateute 60-111 requires contractor's performance bonds for all public works projects over $100,000) $

-Cooperative Buying Agreement Documentation

-TOTALS (Max $250,000 per campus)

6. Submission Requirements Vendors must submit their package in a sealed envelope marked RFP #2027- BS/CS PLG-K4 - Garden City Elementary Playgrounds to the USD 457 District Support Center Office at 1205 Fleming or digitally via the Plant Facilities Coordinator, Brad Stoppkotte at bstoppkotte@gckschools.com no later than January 20, 2027, at 4:00 PM CST. Garden City Public Schools USD 457 reserves the right to reject any or all proposals, waive minor informalities or irregularities, request clarification or additional information from any proposer, negotiate with one or more proposers, and accept the proposal determined to be in the best interest of the District. Award will be based on overall value to the District and will not necessarily be made to the proposer submitting the lowest price.

The proposal must include:

-Company Profile & References: Documented success on at least three (3) public school playground installations of similar scale.

-Design Proposals: Distinct 2D overhead site maps and colored 3D renderings for both Bernadine Sitts and Charles Stones.

-Logistics & Manufacturing Plan: Proof of capability to manufacture and deliver all items to the sites by the June 7, 2027 mobilization date.

-Warranty Compliance Form: Explicit confirmation of adherence to the district's requested structural lifespans.

-Certifications: Evidence of IPEMA certification, manufacturer installation training, and CPSI credentials.

7. Playground RFP Selection Criteria Framework

A. Technical Design and Play Value (Suggested Weight: 25%)
-Innovation, creativity, and overall aesthetic appeal of the playground design.
-Variety of play activities and age-appropriate equipment layout.
-Inclusivity and universal design principles that go beyond minimum ADA compliance to ensure children of all abilities can play together.
B. Project Cost and Financial Proposal (Suggested Weight: 25%)
-Total cost of the project, including equipment, delivery, site preparation, and installation.
-Transparency and completeness of the itemized pricing structure.
-Overall value relative to the proposed design and equipment quality.
C. Qualifications, Experience, and References (Suggested Weight: 15%)
-Demonstrated experience of the vendor in completing similar K-12 playground projects.
-Verifiable references from other school districts or public entities regarding equipment durability and vendor professionalism.
-Qualifications and safety certifications of the installation crew.
D. Compliance with Specifications and Safety Standards (Suggested Weight: 15%)
-Strict adherence to all technical, material, and safety specifications outlined in the RFP.
-Compliance with ASTM, CPSC, and IPEMA safety certifications.
E. Project Schedule and Implementation Plan (Suggested Weight: 10%)
-Feasibility of the proposed timeline, including manufacturing, shipping, and installation windows.
-Vendor's explicit commitment and plan to meet the district's required completion date.
F. Warranty, Maintenance, and Long-Term Value (Suggested Weight: 10%)
-Comprehensiveness and duration of warranties on structural components, moving parts, and plastics.

-Availability of local customer service and ease of obtaining replacement parts.
-Quality of the provided maintenance and inspection manuals.