Regular Board of Education Meeting

Monday, June 8, 2026 6:00 PM
Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846

A. **PLEDGE**
B. **SILENT REFLECTION**
C. **APPROVAL OF AGENDA with the following amendments:**
1. Remove item D.1., Recognition of the Ronald McDonald House (Wichita) Pop Tab Challenge winning school.
2. Additional certified and classified personnel actions for consideration, Consent Agenda item E.3.
3. Remove the GCHS Athletic/Activity Handbook and the Middle Schools Athletic and Activity Student Handbook from item E.4.a., The Board of Education is asked to consider and approve the following 2026-2027 handbooks:, on the Consent Agenda.

D. **DELEGATIONS, Q & A, PUBLIC COMMENTS, RECOGNITIONS, COMMITTEE REPORTS**
1. Building Presentation — Virtual Academy

E. **CONSENT AGENDA**
1. Minutes
a. Minutes of the May 26, 2026, Regular Board of Education Meeting.
2. Accounts Payable totaling $381,300.57, noting that all major accounts contain adequate balances to meet current obligations.
3. Personnel
a. Certified
b. Classified
4. Other
a. The Board of Education is asked to consider and approve the following 2026-2027 handbooks:
    - Curriculum Council Handbook
    - Elementary Student Handbook
    - ESOL Handbook
    - Garfield Early Childhood Center Student/Parent Handbook
    - GC Achieve Student Handbook
    - GCHS Student/Parent Handbook
    - Intermediate Student Handbook
    - Middle Schools Student-Parent Handbook
    - Special Education Process and Procedural Handbook
    - Therapeutic Education Program Handbook
    - Transportation Student Handbook
    - Virtual Academy Adult Handbook
    - Virtual Academy Student Handbook

F. **BOARD REPORTS**
1. Long Range Facilities Plan
2. Finance Review

G. **NEW BUSINESS**
1. The Board of Education is asked to consider and approve the following Curriculum Council items (First Read):
a. New Requests - High School
Project Search

2. The Board of Education is asked to consider and approve the quote proposed for replacing the control system for the net and goals in the gyms at Garden City High School. (First Read)
3. The Board of Education is asked to consider and approve Service Order #10 for the Kenneth Henderson Middle School expansion with a proposed design and bid fee of 7.5% of the owners' cost of the work. (First Read)
4. The Board of Education is asked to consider and approve Service Order #11 for the security vestibule remodels at Bernadine Sitts Intermediate Center and Charles Stones Intermediate Center with a proposed design and bid fee of 8% of the owners' cost of the work. (First Read)
5. The Board of Education is asked to consider and approve Service Order #12 for the Jennie Wilson Elementary School remodel with a proposed design and bid fee of 8% of the owners' cost of the work. (First Read)
6. The Board of Education is asked to consider and approve the new Board of Education Policy JCDBC Student Personal Electronic Communications Devices. (First Read)
7. The Board of Education is asked to consider and approve the new Board of Education Policy IIBGC Staff Online Activities. (First Read)
8. The Board of Education is asked to consider and adopt the 2027-2028 District Calendar. (First Read)
9. The Board of Education is asked to consider and approve proposed revisions to the Discipline Policy. (First Read, action requested)

H. **BOARD OPEN DISCUSSION**

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

I. **NEXT BOARD MEETING**

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

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

K. **ADJOURNMENT**

USD 457

Virtual Academy

Flexible. Focused. Future Ready.







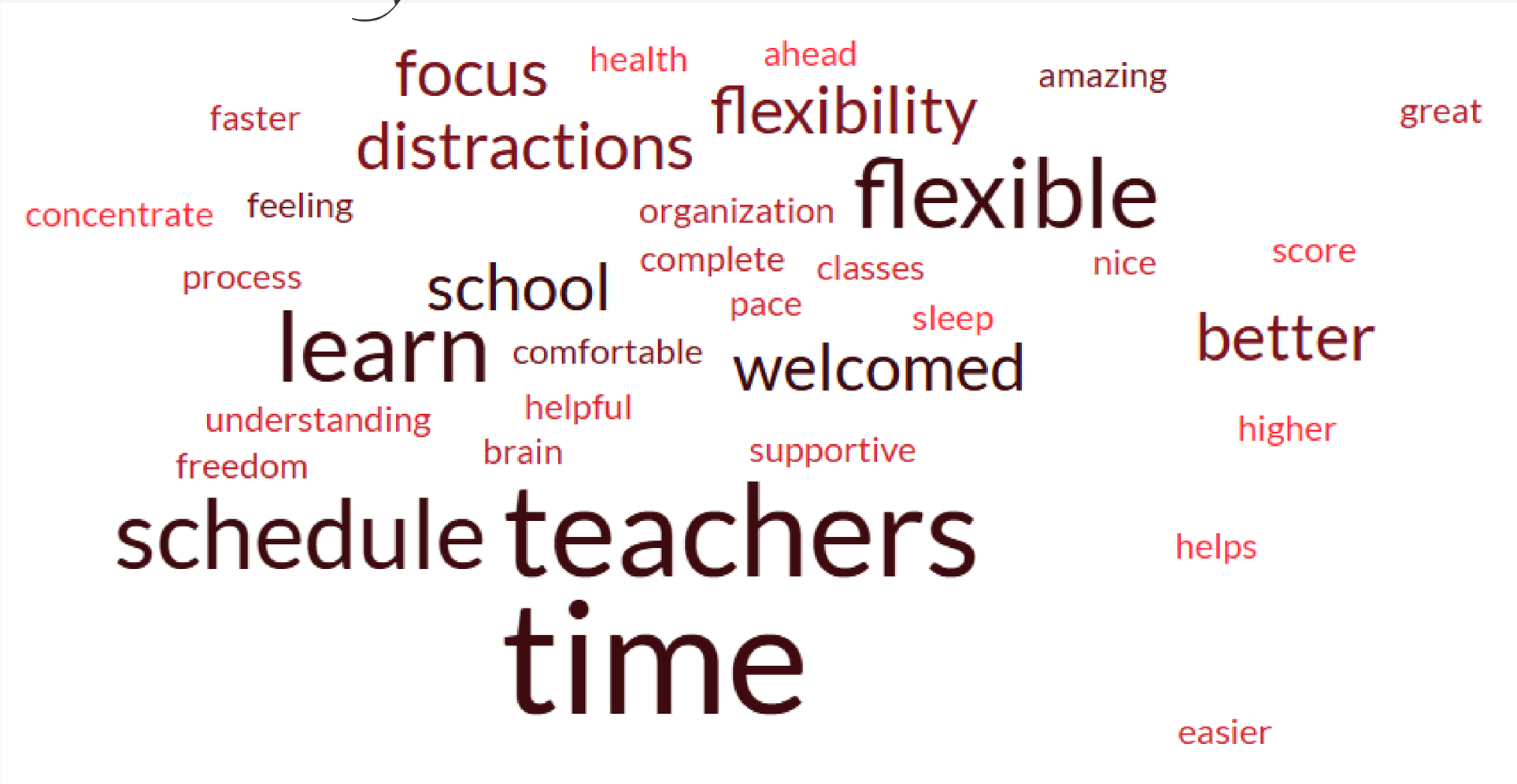


Presented by

Diane Elliott

June 8, 2026

Why Virtual? Students



Why Virtual? Parents



Flexible. Focused. Future Ready.



Our mission is to empower every student with supportive, flexible, and focused learning that helps them build the confidence and skills needed for lifelong success.


IN THEIR OWN WORDS
1:02
3:50

Celebration

90+

Students in grades 7-12 and adult. Adults are those 20 and older by December of the school year.

33

Graduates – 1 adult, 3 fifth-year seniors, 17 seniors, 10 juniors, 2 sophomores.

69

Garden City Community College credits earned. 7 students earned those credits.



Family engagement

Conferences, open house, phone/email

Partnership with families is a major driver of student success.

Individual plan of study meetings

Students in grades 7 through 12 lead a supported conversation about their current thinking on career interests, academic goals, personal interests, etc.

H.S. Kansas assessment scores



Math

English Language Arts

Opportunities

1. Provide options for student-to-student interaction.
2. Connect student goals, academic achievement, post-secondary assets and post-secondary interests to dual credit and elective courses.
3. Bring more awareness to the USD 457 Virtual Academy as an option for students and families.
4. Work in close partnership with students and families to ensure student success whether at the Virtual Academy or in-person school.

USD 457

Virtual Academy

Flexible. Focused. Future Ready.



GARDEN CITY PUBLIC SCHOOLS

DRAFT* MINUTES *DRAFT

Regular Board of Education Meeting Tuesday, May 26, 2026 - 6:00 PM Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846

The Board of Education of Garden City USD 457 met for a Regular meeting on Tuesday, May 26, 2026, at 6:00 PM in the Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846.

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

President Randy Ralston called the meeting to order at 6:00 PM.

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

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

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

C.1. Remove item D.4.e., Consent Agenda, The Board of Education is asked to consider and approve the Professional Services Agreement by and between RSP & Associates, LLC, and Garden City School District No. 457, Finney County, State of Kansas.

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

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

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

D. **CONSENT AGENDA**

Action(s):

I move to approve the consent agenda as amended. This motion, made by Mark Hinde and seconded by Jacob Jenkins, Carried.

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

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

D.1. **Minutes**

D.1.a. Minutes of the May 11, 2026, Regular Board of Education Meeting – approved as presented.

D.2. **Accounts Payable** totaling $8,032,403.91, noting that all major accounts contain adequate balances to meet current obligations – approved as presented.

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

D.3.a. **Certified**

Resignations: Violet Johnson, Morgann McMillan

Appointments: Rebekah Bencomo, Megan Cronk, Lacey Haughawout, Jayda Kristalyn, John Luke Reimund, Travia Smith, William Ward, Shannon Wyatt

Transfers:

- Teri Beaver – from virtual teacher position at Garden City Virtual Academy to adaptive/interrelated position at the Therapeutic Education Program.
- Markita Bowden – from mathematics position at Bernadine Sitts Intermediate Center to mathematics/science position at Bernadine Sitts Intermediate Center.
- Linda Davis – from first grade position at Edith Scheuerman Elementary School to adaptive/interrelated position at Alta Brown Elementary School.
- Patricia Guerrero – from fourth grade position at Alta Brown Elementary School to third grade position at Alta Brown Elementary School.
- Ashley Hass – from third grade position at Plymell Elementary School to second grade position at Plymell Elementary School.
- Reagan Hill – from adaptive/interrelated position at Horace Good Middle School to adaptive/interrelated position at Alta Brown Elementary School.
- Rupa Johnson – from sixth grade position at Plymell Elementary School to fourth grade position at Plymell Elementary School.
- Katelyn Keiss – from kindergarten position at Victor Ornelas Elementary School to adaptive/interrelated position at Victor Ornelas Elementary School.
- Katie Knechtel-Steinle – from first grade position at Victor Ornelas Elementary School to first grade position at Edith Scheuerman Elementary School.
- Elisheba Natividad – from social studies/science position at Charles Stones Intermediate Center to adaptive/interrelated position at Charles Stones Intermediate Center.
- Amber Vigil – from second grade position at Plymell Elementary School to science position at Plymell Elementary School.
- Katie Workman – from fourth grade position at Plymell Elementary School to third grade position at Plymell Elementary School.

Position Changes:

- closed .50 instructional coach position at Garden City Achieve
- closed .50 instructional coach position at Jennie Barker Elementary School

- closed .50 physical therapist at Garfield Early Childhood Center
- closed .25 art at Plymell Elementary School
- closed .25 art at Jennie Barker Elementary Scholl
- closed 1.0 occupational therapist at Garden City Achieve
- closed 1.0 school counselor at Florence Wilson Elementary School/Victor Ornelas Elementary School
- closed 1.0 English language arts at Horace Good Middle School
- closed 1.0 science at Horace Good Middle School
- closed 1.0 English as a second language at Horace Good Middle School
- closed 1.0 adaptive/ interrelated position at Horace Good Middle School
- opened 1.0 adaptive/interrelated position at Victor Ornelas Elementary School

D.3.b. **Classified**

Terminations: Jose Cantu Cortez

Resignations: Edith Lopez, Kristal Martinez

Assignments: Pablo Holguin, Alfredo Rosales, Jr., Adam Wheaton

Transfers:

- Derek Owens from Maintenance l at Plant Facilities to Maintenance ll at Plant Facilities

Position Changes:

- Closed 3.0 (3) Paraprofessional II positions at Alta Brown Elementary School
- Opened: 3.0 (3) Paraprofessional II positions at Florence Wilson Elementary School
- Closed 0.5 Parent Educator Position
- Opened 1.0 Parent Educator Position

D.4. **Other**

D.4.a. Approved the revised Board of Education policy JBCC, Enrollment of Nonresident Students.

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

D.4.b.i. New Requests — Intermediate Centers

- *Delete STEM Course as it is a duplicate of Science Curriculum*
- *Proposed New Intermediate Center Elective - Leader Lab*

D.4.b.ii. New Requests — High School

- *New CTE GCCC Elective:* GCCC Advanced Programming
- *New GCCC Elective to Earn Cert A (capstone course; this is for Cert A but it is not on Excel in CTE):* GCCC Mobile Robots and Vision Systems

D.4.c. Approved an addition to the board-approved discipline policy.

D.4.d. Approved the renewal of the district's KASB membership, including Season Pass and the Legal Assistance Fund contract for the year 2026–27, in the amount of $18,770.63.

D.4.e. Approved a Service Contract between the Board of Education, Unified School District No. 457, Finney County, State of Kansas and Phil's Floor Care LLC.

D.4.f. Approved a Service Contract between the Board of Education, Unified School District No. 457, Finney County, State of Kansas and C & C Group.

E. **NEW BUSINESS**

E.1. **The Board of Education is asked to consider and approve the purchase of vehicles for Parents as Teachers** Jessica Nothern, Chief Financial Officer, presented the following.

A request is being made for approval to purchase one vehicle for the Parents as Teachers program. Due to additional Maternal, Infant, and Early Childhood Home Visiting Program (MIECHV) funding of $45,500, existing Parents as Teachers funds were freed up. Because of uncertainty about the program’s continuation, no additional staff were hired with the MIECHV funding, leaving extra funds that must be spent by June 30.

Bids were requested from three companies, only one submitted a bid.

Bids were requested for two vehicles, but purchasing both exceeded the available budget, so approval is being sought to purchase one vehicle instead. The remaining funds will be used to upgrade technology for the program.

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

Action(s):
Mr. President, I move to accept the bid of one vehicle from Lewis Motors, in the amount of $27,062.38. This motion, made by Mark Hinde and seconded by Robin Bergkamp, Carried.

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

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

F. **NEXT BOARD MEETING** - The next regular meeting of the Board of Education will take place on Monday, June 8, 2026 at 6:00 PM in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.

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

Action(s):
That the Board of Education meeting be adjourned at 6:08 PM. This motion, made by Mark Hinde and seconded by Jacob Jenkins, Carried.

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

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

Respectfully submitted,

Jennifer Ramos, Clerk

Approved:

Randy Ralston, President

BOARD OF EDUCATION

Certified Personnel Actions

June 8, 2026

RESIGNATIONS:

Jennifer Hands, career center facilitator at Garden City High School, is submitting her letter of resignation effective May 26, 2026.

Lucy Kitch, fourth grade teacher at Florence Wilson Elementary School, is submitting her letter of resignation effective May 22, 2026.

Gregory Plude, mathematics teacher at Horace Good Middle School, is submitting his letter of resignation effective May 22, 2026.

APPOINTMENTS:

Zoey Isom, Wichita, Kansas, is recommended for an instrumental band position at Garden City High School. She is a first year teacher.

Micah Koksal, Garden City, Kansas, is recommended for a behavior specialist position at the Educational Support Center. She is a first year behavior specialist.

Jacynda Vargas, Garden City, Kansas, is recommended for a school counselor position at Garden City Achieve. She is a first year school counselor.

TRANSFERS:

Amanda Johnson – from fourth grade position at Gertrude Walker Elementary School to instructional coach/interventionist position at the Georgia Matthews Elementary School.

Nema Mendoza – from adaptive/interrelated position at Alta Brown Elementary School to adaptive/interrelated position at Florence Wilson Elementary School.

POSITION CHANGES:

Gina Galpin, director of special education, is requesting the following position changes effective for the 2026-2027 school year:

- close 1.0 adaptive/interrelated position at Horace Good Middle School
- close 1.0 adaptive/interrelated position at Edith Scheuerman Elementary School
- open 1.0 adaptive/interrelated position at Bernadine Sitts Intermediate Center
- open 1.0 special education department lead position at Garden City High School

BOARD OF EDUCATION

Addendum to Certified Personnel Actions

June 8, 2026

RESIGNATION:

Lindsay Edwards, adaptive/interrelated teacher at Jennie Wilson Elementary School, is submitting her letter of resignation effective May 22, 2026.

APPOINTMENTS:

Crystal Castillo, Dodge City, Kansas, is recommended for a kindergarten position at Victor Ornelas Elementary School. She will be a MST participant through Newman University.

Jordan Siek, Cimarron, Kansas is recommended for a first grade position at Victor Ornelas Elementary School. She has one year experience.

TRANSFERS:

Hugo Cano – from Spanish position at Horace Good Middle School to mathematics position at Horace Good Middle School.

Seth Drees – from adaptive/interrelated position at Garden City High School to special education department lead position at Garden City High School.

Kyler Lamb – from physical education at Charles Stones Intermediate Center to physical education position at Horace Good Middle School.

Alex Lopez- Contreras – from sixth grade position at Abe Hubert Elementary School to Spanish position at Horace Good Middle School.

Sara Reep – from business/computer position at Horace Good Middle School to financial literacy position at Horace Good Middle School.

Cheston Skinner – from physical education position at Horace Good Middle School to Teacher on Special Assignment at Horace Good Middle School.

Keyhana Turner – from physical education position at Gertrude Walker Elementary School/Plymell Elementary School to physical education position at Charles Stones Intermediate Center.

Lupe Vera – from third grade position at Buffalo Jones Elementary School to mathematics position at Horace Good Middle School.

POSITION CHANGES:

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

- Close 1.0 Administrator Intern position at Horace Good Middle School
- Open 1.0 Teacher on Special Assignment (TOSA) position at Horace Good Middle School

TUITION REIMBURSEMENT AGREEMENT:

Steven Lynch – Master's Degree

BOARD OF EDUCATION

Classified Personnel Actions

June 8, 2026

RESIGNATIONS	POSITION	BUILDING	DATE
Peggy Rios	Paraprofessional III	Therapeutic Education Program	5/12/2026
Kerry Garcia	Bus Driver	Transportation	5/15/2026
Austin Longoria	Paraprofessional III	Garden City Achieve	5/20/2026
Alizza Castro	Paraprofessional II	Buffalo Jones Elementary School	5/21/2026
Blanca Prudencio Salmeron	Paraprofessional I	Garfield Early Childhood Center	5/21/2026
Samantha Perez-Mairena	Paraprofessional I	Garfield Early Childhood Center	5/21/2026
Jannet Juarez Olandez	Paraprofessional I	Garfield Early Childhood Center	5/21/2026
Lacey Haughawout	Paraprofessional II	Charles O. Stones Intermediate School	5/21/2026
Shannon Wyatt	Paraprofessional I	Alta Brown Elementary School	5/21/2026
Irais Castaneda-Gamboa	Paraprofessional II	Alta Brown Elementary School	5/21/2026
Emmy Nieman	Paraprofessional I 0.5	Victor Ornelas Elementary School	5/21/2026
Erika Serrano	Bus Driver	Transportation	5/21/2026
Alma Garcia	Office Assistant II	Garden City High School	5/29/2026
Alicia Saldana Rojo	Custodian I	Plant Facilities	6/8/2026

TRANSFERS	FROM	TO	DATE
Maria Sanchez	Custodian I Garden City Achieve	Custodian II Garden City Achieve	6/1/2026

NOTES:

Lucas Sullivan, Garden City Achieve Principal request the following change for SY 2026-2027 as to the Office Assistant II position from a 220 calendar to a 205 calendar.

BOARD OF EDUCATION

Classified Personnel Actions Addendum

June 8, 2026

TRANSFERS	FROM	TO	DATE
Charles McMillan	Technology I Buffalo Jones Elementary	Technology II Buffalo Jones Elementary and Gertrude Walker Elementary	7/20/2026
Esther Salas Dominguez	Technology I Alta Brown Elementary	Technology II Alta Brown and Jennie Wilson	7/20/2026
Lindsay Mai	Technology I Florence Wilson Elementary	Technology II Florence Wilson Elementary and Edith Scheuerman	7/20/2026
Linda Gossman	Technology I Victor Ornelas Elementary	Technology II Victor Ornelas and Jennie Barker	7/20/2026

NOTES:

Casey Wise, Director of Technology request the following for SY 2026-2027

- Close a Tech II position and reopen a Tech I position.

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Brandon Anderson, Director of Plant Facilities
DATE: 5/29/2026
RE: **Long Range Facilities Plan Update**

ISSUE & BACKGROUND:

Present power point given at LRF Committee meeting and discuss LRF plan and any proposed updates.

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

ALTERNATIVES:

RECOMMENDATION:

No Action is needed.

FISCAL NOTE:

ATTACHMENTS:

2026 LRF Committee Power Point
Specific Updated Plans

Long Range Facilities Plan

3.24.2026

Introduction

- Plant Facilities Department Overview – Brandon Anderson, Director
  - Introduction of Department Heads

    Plant Facilities Coordinator – Brad Stoppkotte

    Maintenance Supervisor – George Ross

    Custodial Supervisor – Brad Stoppkotte

    Grounds Supervisor – Brian Knight

    Warehouse Supervisor – Ken Degenhardt
  - Goals
    - Create a Competent and Efficient Workforce
    - True Long Range Structure and Vision (Master Plan or Assessment)
    - Common Sense, Efficient, Economical Long Range Projects

Setting Long Range Facilities Priorities

- What are District Priorities?
  - What effects the learning environment the most?
  - What gets the Tax-Payers their "Best Bang for their Buck"
  - Maintenance vs. Replacement- Cost Effective
  - Tracking School Condition and Life Span
  - Proactive Preventative Maintenance not Reactionary
  - Long Term Viability and Proximity of Campuses to Population Growth
  - Giving Board and Tax Payers unbiased facts to make Best Decisions
  - Hard and Honest Conversations
  - Better Together through Communication

Long Range Plan – 20 Year Projections

- Priorities
  - Roofing
  - HVAC
  - Electrical
  - Flooring
  - Grounds
  - Envelope
- Engage the Experts
  - GMCN
  - ICE
  - LOCAL CONTRACTORS

U.S.D. 457 Reconfiguration – How it affects P.F.

- **Moving from K-6, 7-8 & 9-12 configuration to a K-5, 6-8 & 9-12 configuration**

- Major Changes and Alterations needed:
- Remodel and Addition to Kenneth Henderson Middle School
- Remodel of Front Entrance at Jennie Wilson Security Vestibule and Rooms
- Addition of Playground Equipment at Bernadine Sitts and Charles Stones
- Bathroom & Adjustments needed to add K-4 at Sitts and Stones
- Security Vestibules at 5 sister schools, Not required but needed

What needs to be added to our Plant Facilities Long Range Plan?

- Proactive High School Roof Attention
- Bathroom Stall Replacement and ADA Compliance
- Exterior Doors and Frames Replacement
- Parking Lots and Sidewalks
- Controls and Fire Panel Collaboration with Technology
- Tuck Point, Exterior and Envelope Issues
- What else?

Individual Building Assessments

- Roadmap to plan for future projects
- Recording Ages of updates
- Projection for when replacements & updates are due
- Campus tours, walk throughs and trouble shooting by PF Staff
- Do we need to invest in an Assessment or District Master Plan???

FY 2024 Projects

Completed

LONG RANGE FACILITIES PLAN - UPDATED 2.1.23

	Estimated Cost	Actual Cost
Total	$3,706,773	$3,592,987

Completed Projects 2024

Building	Code	Description	Fiscal Year	Estimated Cost	Actual Cost
AB	Grounds	Add new Playground	2024	95,988	65,988
AB	Roof	Roof replacement-Section B, E & G	2024	431,466	403,400
BSIC	Electrical	Wireless Clock & Intercom System	2024	70,000	240,290
CSIC	Flooring	Carpet	2024	18,345	23,702
DW	Grounds	Mulch	2024	45,000	45,823
DW	Envelope	Interior Paint	2024	30,000	25,557
ES	Envelope	Replace Exterior Panels/Where Solar Panels	2024	420,000	420,000
ES	Roof	Roof Replacement	2024	428,359	333,864
FW	Envelope	Replace Exterior Panels/Where Solar Panels	2024	440,000	430,200
FW	Electrical	Wireless Clock & Intercom System	2024	65,000	192,086
GM	Grounds	Fencing	2024	20,000	16,717
GW	Flooring	Interior Flooring	2024	59,000	42,092
HG	Flooring	Sand, Repaint and Refinish Gym Floors	2024	50,000	68,132
HG	Roof	Roof Replacement Section O	2024	675,000	492,829
JDA	Electrical	Replace Elevator	2024	107,800	107,800
KH	Flooring	Carpet	2024	177,146	131,270
KH	Grounds	Replacement Bleachers	2024	150,000	98,271
KH	Flooring	Carpet	2024	41,650	49,450
KH	HVAC	Replace Kitchen Exhaust Hood/MUA	2024	125,000	37,867
TR	HVAC	Replace 2 RTU's at Office	2024	25,000	162,634
VO	Grounds	Add new Playground	2024	128,160	128,160
VO	Flooring	Interior Flooring	2024	103,859	76,855

FY 2025 Projects

Completed

LONG RANGE FACILITIES PLAN

	Estimated Cost	Actual Cost
Total	4,642,439	2,815,181

Scheduled Project 2025

Building	Code	Description	Fiscal Year	Estimated Cost	Actual Cost
AH	Flooring	Replace Carpet in Classrooms, Library and Vocal Room	2025	$125,000	$117,388
AH	Flooring	Sand, Repaint and Refinish Gym Floor	2025	$30,000	
AH	HVAC	REPAIRS ONLY	2025	$60,000	
BSIC	Roof	Roof Replacement – All Sections	2025	$1,155,000	$536,669
DW	Roof	Roof Repairs	2025	$115,200	$102,281
ES	Grounds	Add new Playground	2025	$120,000	$162,015
FW	Flooring	Sand, Repaint and Refinish Gym Floor	2025	$20,000	
GE	Roof	Re-Roof Area A & B	2025	$1,092,550	$901,843
GW	Electrical	Wireless Clock System	2025	$20,000	$12,467
GW	Roof	REPAIRS ONLY	2025	$100,000	$42,500
HG	HVAC	HVAC Replacement RTU's	2025	$822,308	$828,928
JB	Flooring	Carpet	2025	$54,000	
PP	Electrical	Fire alarm System	2025	$95,115	$67,790
PP	HVAC	HVAC Replacement (VRF)	2025	$250,000	
PP	Envelope	Facia & Soffit repair & paint	2025	$120,000	$8,750
PP	Flooring	Interior Flooring	2025	$50,000	
PP	Roof	Roof replacement-All	2025	$408,266	$16,275
SC	Envelope	Interior Paint	2025	$5,000	$,8,750
BJ	Envelope	Facia & Soffit Repair & paint	2025		$9,525

FY 2026 Projects

Planned

LONG RANGE FACILITIES PLAN

	Estimated Cost	Actual Cost
Total	6,505,064	816,148
Scheduled Project 2026	3,057,148	

Building	Code	Description	Fiscal Year	Estimated Cost	Actual Cost
DW	Envelope	Paint Crew	2026	$50,000	
HG	Electrical	Intercom/Bells/Fire Alarm/Clock	2026	$250,000	$237,000
FW	Electrical	Replace Generator	2026	$60,000	
BJ	Grounds	Add New Playground	2026	$120,000	$166.634
DW	Grounds	Fence in Playgrounds	2026	$75,000	Quote
AB	Flooring	Replace all Carpet and Flooring	2026	$237,000	$230,408
AB	Flooring	Sand, Finish & Paint 2 Gym Floor	2026	$25,000	$33,900
GE	HVAC	Replace all roof top units	2026	$1,170,000	Bid Out
AH	HVAC	HVAC Replacement	2026	$2,500,000	$12,467
JB	HVAC	HVAC Replacement (VRF)	2026	$814,564	Differed

Building	Code	Description	Fiscal Year	Estimated Cost	Actual Cost
PF	HVAC	HVAC Replacement	2026	$180,000	Differed
GM	Roof	Roof Replacement – All	2026	$575,000	Bid Out
FW	Roof	Roof Replacement – Area D	2026	$207,000	Bid Out
ESC	Flooring	Carpet/Flooring Replacement	2026	$37,500	$95,739
		Deferred Projects from Previous			
JB	Flooring	Carpet/Flooring Replacement	2026	$54,000	Bid Out
PP	Flooring	Carpet Flooring Replacement	2026	$50,000	Bid Out
AH	Flooring	Sand, Finish & Paint Gym Floor	2026	$30,000	$22,000
FW	Flooring	Sand, Finish & Paint Gym Floor	2026	$20,000	$18,000
KH	Flooring	Re-Do Gym Floor	2026	TBD	TBD

FY 23 Energy Savings Contract Project Updates

LONG RANGE FACILITIES PLAN - UPDATED 2.1.23

	Estimated Cost	Actual Cost
Total	22,410,356	15,578,788

ESCO

Building	Code	Description	Fiscal Year	Estimated Cost	Actual Cost
AB	Electrical	Electrical/lighting upgrade/LED	2023	150,000	135,956
BSIC	Electrical	Electrical/lighting upgrade/LED	2023	221,000	137,221
AH	Electrical	Electrical/lighting upgrade/LED	2023	250,000	161,819
GCHS	Electrical	Electrical/lighting upgrade/LED	2023	1,155,000	755,873
GA	Electrical	Electrical/lighting upgrade/LED	2023	250,000	100,241
JDA	Electrical	Electrical/lighting upgrade/LED	2023	402,356	149,051
SC	Electrical	Electrical/lighting upgrade/LED	2023	50,000	71,693
HG	Electrical	Electrical/lighting upgrade/LED	2023	615,000	375,549
VO	Electrical	Electrical/lighting upgrade/LED	2023	191,000	103,677
PP	Electrical	Electrical/lighting upgrade/LED	2023	150,000	21,049
CSIC	Electrical	Electrical/lighting upgrade/LED	2023	221,000	136,921
BSIC	HVAC	HVAC commissioning	2023	70,000	60,000
BSIC	HVAC	HVAC Replacement (New 250T chiller)	2023	350,000	
BSIC	HVAC	HVAC Replacement (Replace 2 boilers)	2023	325,000	
CSIC	HVAC	HVAC Replacement (New 250T chiller)	2023	350,000	
CSIC	HVAC	HVAC Replacement (Replace 2 boilers)	2023	325,000	
ES	HVAC	HVAC Replacement (New 125T chiller)	2023	200,000	
ES	HVAC	HVAC Replacement (Replace 2 boilers)	2023	285,000	
ES	HVAC	HVAC Replacement (New AHU,VAV,Ductwork,Piping,CxA)	2023	2,250,000	3,299,455
ES	HVAC	HVAC Commissioning Project	2023	60,000	
ES	HVAC	HVAC Replacement (Replace 2 boilers)	2023	165,000	
FW	HVAC	HVAC Replacement (New 180T chiller)	2023	275,000	
FW	HVAC	HVAC Replacement (Replace 2 boilers)	2023	275,000	
VO	HVAC	HVAC Replacement (Replace 2 boilers)	2023	275,000	
VO	HVAC	HVAC Replacement (New 170T chiller)	2023	275,000	
VO	HVAC	HVAC Replacement (New AHU,VAV,Ductwork,Piping,CxA)	2023	3,000,000	1,816,665
BSIC	HVAC	HVAC Replacement (New AHU,VAV,Ductwork,Piping,CXA)	2023	3,550,000	2,602,601
CSIC	HVAC	HVAC Replacement (New AHU,VAV,Ductwork,Piping,CxA)	2023	3,550,000	2,602,601
FW	HVAC	HVAC Replacement (New AHU,VAV,MZU,Ductwork,Piping,CxA)	2023	3,175,000	3,048,416

FY 2027 Planned Projects

LONG RANGE FACILITIES PLAN				Estimated Cost
			Total	7,282,000

Planned Projects 2027

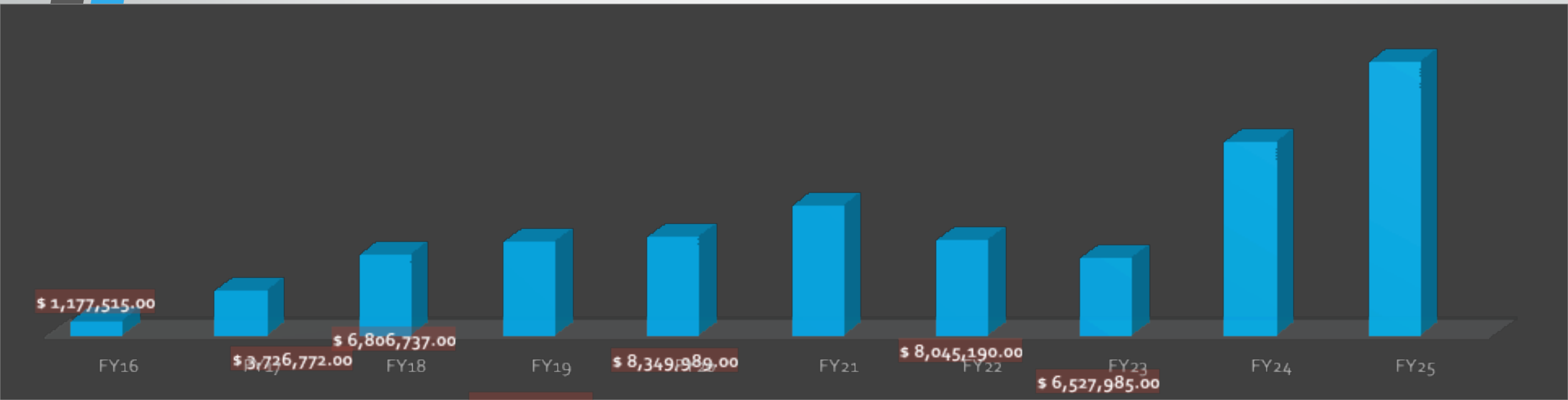
Building	Code	Description	Fiscal Year	Estimated Cost
VO	Roof	Replace Roof – All	2027	1,522,000
CSIC	Electrical	Intercom/Bells/Fire Alarm/Clocks	2026	250,000
ES	Electrical	Intercom/Bells/Fire Alarm/Clocks	2026	250,000
AB	Electrical	Intercom/Bells/Fire Alarm/Clocks	2027	250,000
GE	Electrical	Intercom/Bells/Fire Alarm/Clocks	2027	275,000
AH/CS	Grounds	Add New Playground	2027	120,000
FW/BS	Grounds	Add New Playground	2027	120,000
GM	Grounds	Add New Playground	2027	120,000
JDA	HVAC	HVAC replacement	2027	2,500,000
JW	HVAC	HVAC Replacement	2027	1,200,000
GE	Flooring	Carpet/Flooring Replacement	2027	210,000
DW	Electrical	DW Electrical	2026	100,000
DW	Envelope	DW Envelope	2026	200,000
DW	Envelope	Interior Paint	2026	50,000
HG	Electrical	Replace Elevator	2027	115,000

Financials

Currently assess 8 mills generating $4,271,632 (1 mill = $533,954, 8 mill max)
Capital Outlay State Aid is 58%

LOCAL Taxpayers $1,794,085.44
STATE Aid $2,44,546.56

Other Revenue Sources:
- Year End Transfers
- Interest on Investments
- FY26 (possibly FY27) one-time $225,000 payment on cell tower lease



Input from Principals

- Bi-Annual visits with Campus Leadership and Head Custodians

  To Review Needed Projects and Current Work Orders
- Continue Summer Painting Crews Adult and Youth
- Spring and Summer help with Landscaping
- Some projects can be completed by current PF employees
- Contractors hired as necessary
- District Safety & Security Plan and Working With GC PD

  Crosswalks and Properly Marked School Zones

Questions for Committee Members

- What can we improve in this plan?
- What has been successful with this committee previously and what should we implement currently to strengthen our plan?
- Do you agree with the priorities of this plan?
- Was there enough information provided today for you to approve the current plan?

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Jessica Nothern, Chief Financial Officer
DATE: June 2, 2026
RE: FY26 Finance Updates

ISSUE:

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

BACKGROUND:

I will be updating the Board on estimated cash balances for year end. I will also do a look back at the year and preview FY27.

ALTERNATIVES:

None

RECOMMENDATION:

Feedback is welcome

FISCAL NOTE:

None

ATTACHMENTS:

None

GARDEN CITY PUBLIC SCHOOLS

Finance Review 6.8.26

Investments

- $25MM Money Market – 3.8% - 12.3.2026
- $10MM CD – 4.35% - 7.2.2026
- $10MM T-Bill – 3.45% - 7.2.2026

Interest

FY23	$490,719.29
FY24	$764,958.33
FY25	$1,779,087.97
FY26	$1,827,250.12

FY26 Funding Impacts

- FY26 Weighted Enrollment dropped 202.5 FTE (166.4 unweighted), equating to roughly $1.14MM
- Sped Funding - $30,815 to $29,355 per teacher (-$1460 * 90 = $131,400)
  Paras @ 40% (-$584 * 170 = $99,280)
- Federal Funding – Down $2,823,784
- Loss of Safe & Secure Schools Grant in FY26 - $102,000
- Loss of Nat’l Board Certifications - $2,000
- Loss of Professional Development State Aid - $58,222

EVERYONE LEADS
GARDEN CITY PUBLIC SCHOOLS

FY27 Outlook

General Fund BASE $5,778
Up $163

Projected Increase with Enrollment Decrease
$907,837

Growth in ESOL Funding - .395
More staff getting endorsed

Growth in CTE Funding - .5
More classes qualifying

Sped Funding – Projected at $28,250/teacher - $174,509 Loss

Federal Funding - $18,170 Loss

EVERYONE LEADS
GARDEN CITY PUBLIC SCHOOLS

Legislation & New Funding

- School Finance Formula
  - Weightings changes could have a dramatic effect for Garden City
  - Special Education Funding
  - Elimination of PY vs CY will have a negative impact until enrollment steadies

- Reinstatement of Safe & Secure Schools Grant
  - Application was submitted for Secured Entrances

- MIECHV Funding - $200,000 – potential decrease of PAT Match
- Mental Health – 36% District Match
- ASP Grant at GW and AE - $125,000
- CTE Grant Funding

FY27 Big Dollar Expenses

KICS Renewal - $1,118,446.16 ↓ .1%

Workers Comp Renewal - $361,715 ↑ 8.8% - Next year s/b better due to Deductible

ESCO Project Payment 4 of 20 - $735,358.64 ↑ 13.2% - increases every year

Grow Well - ↑ $5,000/month & Rx Spend

Science Curriculum

Suburban & Pickup for TR and a delivery van for mail courier

LRF Plan

Keeping Wages Competitive

- Certified - $1,851,338
- Classified - $401,656
- Administration - $76,367

FY26 – 4.4%

FY27 – 3.7%
(not yet approved)

- Certified - $1,071,941
- Classified - $523,841
- Administration - $71,860

EVERYONE LEADS
GARDEN CITY PUBLIC SCHOOLS

District Savings & Misc Revenue

FY26

- Reduction of 2.25 Admin Positions - $216,542
- Elimination of 9.5 CR Positions on Hold - $688,750
- Long-term Subs ~ $450,000
- Technology Contract Reductions – $183,000
- iPad & computer sells ~ $77,000

FY27

- Reduction of Supps/Stipends ~ $45,420
- Reduction of 1 Admin Position ~ $93,658
- Elimination of 8 Certified Positions ~ $628,000
- Long-term Subs ~ $300,000
- Nutrition & Technology Restructures ~ $130,000
- Buses on Purple Wave ~ $30,000
- Will sell Tech items again

EVERYONE LEADS
GARDEN CITY PUBLIC SCHOOLS

Notable Cash Balances as of 5.31.2026

- Food Service - $223,067 ⇩ $644,065
- Textbooks - $459,656 ⇩ $2,112,857

- Capital Outlay - $25,640,348 ⇧ $8,858,760
- Health Reserves - $5,915,832 ⇧ $2,248,254

EVERYONE LEADS
GARDEN CITY PUBLIC SCHOOLS

Audits

- School Term
  - Documents sent last week
- Lewis, Hooper, and Dick
  - Walkthrough next week
  - Onsite 4th week of August
- KSDE Annual
  - February?
- Special Education
  - August?

EVERYONE LEADS
GARDEN CITY PUBLIC SCHOOLS

Budget Process

- Budget Workshop next Tuesday
- Closing out and doing year end transfers last week of June and first week of July, open new FY
- Mid July - Cost Center Budgets and prep work for KSDE forms
- RNR Certification to County Clerk by July 20th
- KSDE budget documents released in late July
- August 10th Meeting – Building Needs Assessment & RNR & Budget Presentations
  - Following Week – publish in GC Telegram
- August 27th Meeting – RNR & Budget Hearings
- Budget due to KSDE by September 20th
- All Budget documents, RNR Resolution, and Levy Certification to County Clerk by October 1

Questions, Comments, or Concerns??

EVERYONE LEADS
GARDEN CITY PUBLIC SCHOOLS

Memorandum

to: The USD457 Board of Education

thru: Josh Guymon, Superintendent

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

subject: Course Requests from Curriculum Council

date: 5-21-26

ISSUE:

USD457 and Garden City High School continue to examine courses to ensure we are meeting the needs of all students and providing relevant experiences.

The Board of Education is asked to consider and approve the following course recommendation from Curriculum Council:

1. New Requests - High School
   Project Search

ALTERNATIVES:

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

RECOMMENDATION:

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

FISCAL NOTE:

No additional funding is needed to fund these courses

ATTACHMENTS:

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Brandon Anderson, Director of Plant Facilities
DATE: 05/27/2026
RE: Consider and Act on quote received for upgrading control system for both High School gym's nets/goals.

ISSUE:

The Board of Education is asked to consider and approve the quote proposed for replacing the control system for the net/goals in the gyms at the High School.

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

BACKGROUND:

The current control system for the nets/goals has been experiencing issues of not properly working as of lately. The nets/goals are raised and lowered multiple times daily to accommodate students/sport schedules. This has caused emergency maintenance issues where goals have to be manually lifted to allow sporting events to take place.

ALTERNATIVES:

Options for the Board.

1. Accept the lowest responsible bid recommended by staff for the Powr-Touch 6 Pro Primary Panel.
2. Take no action.

RECOMMENDATION:

Recommendation to accept the bid from Athco which is a member of Greenbush (Contract #24.6 ESC-PLAYGROUND-REC2024), and have this work completed as soon as possible to avoid any disruption in sporting activities and events.

FISCAL NOTE:

This item was not budgeted for 2025-2026, but has recently become a concern for safety and availability of when needs arise of moving nets/goals.

ATTACHMENTS:

Quote from Athco

Quote

ATHCO
13500 W. 108th St.
Lenexa, KS 66215
P: 913-469-5600
athco@athcollc.com

Prepared by: Jennifer Hawkins

Date: 5/20/2026

All prices subject to acceptance within 30 days

To accept this quote, sign here and return

Payment Terms Net 30 days

TO: Brad Stoppkotte
Garden City HS
Garden City, KS

Description	QTY	UNIT PRICE	TOTAL
OPTION 1 Lump Sum Includes:		$ 15,976.00	$ 15,976.00
Powr-Touch 4 Display and Electronic Relay Panel	2	$ -	$ -
Freight	1	$ -	$ -
Technician to program after installation by electrician	1	$ -	$ -
Greenbush Contract #24.6 ESC-PLAYGROUND-REC2024 discount	1	$ -	$ -
		$ -	$ -
		$ -	$ -
OPTION 2 Lump Sum Includes:		$ 24,140.00	$ 25,410.00
Powr-Touch 6 Pro Primary Panel - 16 Devices	1	$ -	$ -
Freight	1	$ -	$ -
Technician to program after installation by electrician	1	$ -	$ -
*Customer to provide network enabled device for operation		$ -	$ -
Greenbush Contract #24.6 ESC-PLAYGROUND-REC2024 discount	1	$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -

NOTES: **50% down payment due at time of order; balance to be invoiced upon delivery.**

SUBTOTAL	Select Option
INSTALLATION OPTION	Not Included
FREIGHT	Included
SALES TAX - N/A	N/A
GREENBUSH CONTRACT #24.6 ESC-PLAYGROUND-REC2024	discount included
Quote Total	Select Option

Owner responsible for relocating any utilities at footing locations

Assumes no rock at footing locations. Additional charges for labor and equipment rental will be incurred for removal of rock above or below grade.

Current "Tax Exemption Certificate" required when placing orders for materials only

Proposals with labor (installation/repairs) are subject to sales tax unless a "Project Tax Exemption Certificate" is provided when placing the order

All conditions in this proposal are to be accepted into any subcontract issued by a General Contractor

Thank you!

MEMORANDUM

TO:	Board of Education
THRU:	Josh Guymon, Superintendent
FROM:	Brandon Anderson, Director of Plant Facilities
DATE:	05/28/2026
RE:	**Consider and Act on Service Order #10 for the Kenneth Henderson Middle School Expansion with a proposed design and bid fee of 7.5% of the owners cost of the work.**

ISSUE & BACKGROUND:

Under our Master Agreement with GMCN as our Architect of Record here is proposed Service Order #10. This project would be to remodel and expand the Kenneth Henderson Middle School.

This is a large portion of the renovations that need to be made to accommodate for the district reconfiguration to 6-8 at the middle schools.

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 remodel and expansion of Kenneth Henderson Middle School to accommodate for 6-8 reconfiguration and approve the director to sign the agreement and then bring bids back to the board for final approval when received.

FISCAL NOTE:

The current rough estimate of the project at KH is $13,500,000. If that were our final cost for work done, that would make the final fee to GMCN be 7.5% of that or roughly $1,012,500.

ATTACHMENTS:

Proposed Service Order #10 from GMCN

AIA® Document B221™ – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 10 made as of the Nineteenth day of May in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

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

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

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

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

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

Kenneth Henderson Middle School Expansion »
2406 Fleming »
Garden City, KS 67846-3323

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

1 INITIAL INFORMATION

2 SERVICES UNDER THIS SERVICE ORDER

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 COMPENSATION

5 INSURANCE

6 PARTY REPRESENTATIVES

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.)

Expansion and remodel to the existing Kenneth Henderson Middle School to accommodate grade reconfiguration with the addition of 6th grade to the facility. Additions will include classrooms, storm shelters and other spaces. Interior remodels as required to update the facility to include security vestibule and other areas to ensure functionality to the school in the future.

§ 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.

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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

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identifying approved substitutions to all prospective contractors.

§ 2.1.1.5 Construction Phase Services

§ 2.1.1.5.1 General

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

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

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

§ 2.1.1.5.2 Evaluations of the Work

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

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

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

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

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

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Owner and Contractor as provided in the Contract Documents.

§ 2.1.1.5.3 Certificates for Payment to Contractor

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

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

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

§ 2.1.1.5.4 Submittals

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

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

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

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

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

§ 2.1.1.5.5 Changes in the Work

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

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

§ 2.1.1.5.6 Project Completion

§ 2.1.1.5.6.1 The Architect shall:

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

.2 issue Certificates of Substantial Completion;

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

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

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

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

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

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

§ 2.1.2 Additional Services

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

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.1 Commencement of construction date:

To be Determined

.2 Substantial Completion date:

To be Determined

ARTICLE 4 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Seven Point Five (7.5) % 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.

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

Coverage	Limits

ARTICLE 6 PARTY REPRESENTATIVES

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

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

banderson1@gckschools.com

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

Nick Nemechek
115 E Laurel St.
Garden City, KS 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: 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:	05/29/2026
RE:	**Consider and Act on Service Order #11 for the Security Vestibule Remodels at Bernadine Sitts Intermediate Center and Charles Stones Intermediate Centers with a proposed design and bid fee of 8% of the owners cost of the work.**

ISSUE & BACKGROUND:

Under our Master Agreement with GMCN as our Architect of Record here is proposed Service Order #11. This project would be to remodel the security vestibules at BSIC and CSIC which are needed and critical when we change these campuses to K-5 for the reconfiguration.

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 Security Vestibule Remodels for both BSIC and CSIC and approve the director to sign the agreement and then bring bids back to the board for final approval when received.

FISCAL NOTE:

The current rough estimate of the project at these 2 campuses is $1,200,000. If that were our final cost for work done, that would make the final fee to GMCN be 8% of that or roughly $96.000.

ATTACHMENTS:

Proposed Service Order #11 from GMCN

AIA® Document B221™ – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 11 made as of the Nineteenth day of May in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

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

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

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

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

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

Bernadine Sitts Intermediate Center & Charles Stones Intermediate Center
Security Vestibule Remodels
3101 N. Belmont Pl & 401 N. Jennie Barker Rd.
Garden City, KS 67846

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

form a Service Agreement.

The Owner and Architect agree as follows.

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

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

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

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ARTICLE 1 INITIAL INFORMATION

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

Interior Remodels to construct secure entrances to the schools. Other interior remodeling will occur to transition the reception and nurse to the front of the schools and move the lounge and principal to other areas.

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

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

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

§ 2.1.1 Basic Services

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

§ 2.1.1.1 Schematic Design Phase Services

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

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

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

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§ 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

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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

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.2 Substantial Completion date:

To be Determined

ARTICLE 4 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Eight (8) % 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, KS 67846
620-805-8704

banderson1@gckschools.com

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

Nick Nemechek
115 E Laurel St.
Garden City, KS 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: 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:	05/29/2026
RE:	**Consider and Act on Service Order #12 for the Jennie Wilson Elementary School Remodel with a proposed design and bid fee of 8% of the owners cost of the work.**

ISSUE & BACKGROUND:

Under our Master Agreement with GMCN as our Architect of Record here is proposed Service Order #12. This project would be to remodel the security vestibule, front office area, library and add 2 classrooms at Jennie Wilson to ensure enough useable space to accommodate 2 tracks during the new K-5 reconfiguration.

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 Remodel work required at Jennie Wilson and approve the director to sign the agreement and then bring bids back to the board for final approval when received.

FISCAL NOTE:

The current rough estimate of the project at this campus is $1,200,000. If that were our final cost for work done, that would make the final fee to GMCN be 8% of that or roughly $96,000.

ATTACHMENTS:

Proposed Service Order #12 from GMCN

AIA® Document B221™ – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 12 made as of the Nineteenth day of May in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

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

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

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

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

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

Jennie Wilson Elementary School Interior Remodel
1401 E. Harding Ave.
Garden City, KS 67846

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

form a Service Agreement.

The Owner and Architect agree as follows.

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

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

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

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ARTICLE 1 INITIAL INFORMATION

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

Interior Remodels to construct secure entrances to the school. Other interior remodeling will occur to transition the reception, principal, nurse and other spaces to the front of the building. Additional remodels include moving the library to the front of the building and converting the old library to two Kindergarten classrooms.

§ 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.

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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

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identifying approved substitutions to all prospective contractors.

§ 2.1.1.5 Construction Phase Services

§ 2.1.1.5.1 General

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

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

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

§ 2.1.1.5.2 Evaluations of the Work

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

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

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

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

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

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Owner and Contractor as provided in the Contract Documents.

§ 2.1.1.5.3 Certificates for Payment to Contractor

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

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

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

§ 2.1.1.5.4 Submittals

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

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

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

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

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

§ 2.1.1.5.5 Changes in the Work

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

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

§ 2.1.1.5.6 Project Completion

§ 2.1.1.5.6.1 The Architect shall:

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

.2 issue Certificates of Substantial Completion;

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

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

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

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

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

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

§ 2.1.2 Additional Services

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

.1 Commencement of construction date:

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To be Determined

.2 Substantial Completion date:

To be Determined

ARTICLE 4 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Eight (8) % 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.)

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Coverage	Limits

ARTICLE 6 PARTY REPRESENTATIVES

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

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

banderson1@gckschools.com

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

Nick Nemechek
115 E Laurel St.
Garden City, KS 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: 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: Steve Nordby, Assistant Superintendent
DATE: 6/2/2026
RE: **Personal Electronic Communication Device HB 2299**

ISSUE & BACKGROUND:

House Bill 2299, passed during the most recent Kansas legislative session, requires each school district to enact a policy that restrict the use and access to Personal Electronic Communication Devices during the school day. Districts must certify compliance with the Kansas State Board of Education by September 1, 2026. Our recommended policy, developed with recommendations from KASB, is attached for a first read. This policy is meant to replace current Board Policy JCDBC.

ALTERNATIVES:

No alternatives applicable

RECOMMENDATION & FISCAL NOTE:

USD 457 Administration recommends approval of the attached policy

ATTACHMENTS:

Policy JCDBC / Informational Presentation

JCDBC - Student Personal Electronic Communications Devices

(See BDA, JBD, and JDD)

Students are prohibited from using or accessing personal electronic communication devices during the school day while on district owned or operated property, except as expressly permitted by this policy or by law.

This policy does not apply to any virtual school, as defined by Kansas law.

When personal electronic communication device use is not permitted, students are allowed reasonable access to a school-provided telephone or communication device during the school day to contact a parent or person acting as a parent.

Device Storage

All student personal electronic communication devices shall be powered off and securely stored away from the student's person in an inaccessible location during the school day, unless an exception applies to this requirement as specified in this policy.

Students may choose not to bring personal electronic communication devices to school by leaving such devices at home or in a vehicle, including a vehicle located on school premises. As students will not have the ability to access or use such devices during the school day, students are encouraged to leave any personal electronic communication devices not necessary for the implementation of their Individualized Education Program (hereafter "IEP") or Section 504 accommodation plan (hereafter "504 plan"), communication during their commute to or from school, for work, or learning experience that is not located on the school premises at home. If students elect to leave such devices in their vehicle, students are encouraged to lock their vehicles to protect against theft of or damage to the devices.

Kansas law provides that the board, school district employees, and/or any agents thereof shall not be liable for any damage to personal electronic communication devices or for storage of such devices that are brought to school.

The superintendent or superintendent's designee(s) shall develop procedures to ensure all personal electronic communication devices are turned off and securely stored away from the student's person in an inaccessible location during the school day. Such procedures shall be included in student handbooks as adopted by the board and communicated to students and parents/guardians as deemed appropriate by district administration.

Definitions

For purposes of this policy, the following definitions apply:

• “Personal electronic communication device” is any wireless electronic communication device that both provides for voice, text, or video communication between two or more parties, including, but not limited to, a mobile or cellular phone, tablet, computer, watch, wireless headphones or earbuds, text messaging device, or personal digital assistant; and is not owned or issued to students by the school district.

• “School day” is the time from the start of school until dismissal at the end of the day on the school premises, including, but not limited to, the time in any classroom, structured or unstructured learning setting, recess, lunch or passing period. The term “school day” excludes any time associated with a student's travel to or from a learning experience that is not located on the school premises, including any postsecondary educational course, career technical education course, work-based learning program, or other alternative educational opportunity.

Permitted Exception

A student may be permitted to use a personal electronic communication device during the school day under the following circumstances.

• Any student may use a personal electronic communication device during the school day if it is the intervention of last resort such that there is no other reasonable alternative option available for such student, and the use is either:

  o Required for the implementation of a student's IEP or 504 plan; or

  o Approved by a licensed physician as a medical necessity to support the health or well-being of the student.

Use During School-Sponsored Activities Before and After the School Day

Students may use or access personal electronic communication devices during school-sponsored activities, programs, or events occurring before and after the regular school day, subject to district-approved procedures, event-specific rules, and staff direction.

Enforcement and Disciplinary Action

Violations of this policy shall result in disciplinary action in accordance with the district’s student code of conduct. Disciplinary measures may include, but are not limited to, confiscation of the device through the end of the school day, referral to administration for

determination of appropriate consequence, parental notification, or other appropriate disciplinary response, up to and including suspension and/or expulsion from school.

1st offense .....A staff member will confiscate the personal electronic communication device. The violation will be recorded as an electronic device referral and the student's parent or guardian must come to the school to pick up the personal electronic communication device.

Additional violations or refusal to give the personal electronic communication device to a staff member when requested will result in consequences up to and including suspension for open defiance.

Discipline shall be applied in a nondiscriminatory manner and shall not interfere with rights provided under an IEP, 504 plan, or applicable law.

Administrative Procedures and Directives

The superintendent or designee(s) may develop administrative procedures and provide directives necessary to ensure consistent implementation of this policy and any board approved regulations and handbooks across district buildings, so long as such procedures and directives are not in conflict with board approved policy, regulation, or handbook language.

Approved:

USD 457

GARDEN CITY PUBLIC SCHOOLS

EXCELLENCE - COMMUNITY - CHARACTER - COURAGE

Board Policy JCDBC

Personal Electronic Devices

Previous Policy JCBDC

- Since 2005
- Different standards at each grade level

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

HB2299

- All districts must enact policies and confirm compliance by Sept 1
- All grade levels treated the same
- Requires a ban on personal electronic communication devices during the school day
    - Turned off and stored in an inaccessible location
- Schools must allow reasonable access to a school-provided phone or communication device to contact parents

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PUBLIC SCHOOLS
EXCELLENCE - COMMUNITY - CHARACTER - COURAGE

Definitions

- "Personal electronic communication device"
  - Any wireless electronic communication device that both provides for voice, text, or video communication between two or more parties, including, but not limited to, a mobile or cellular phone, tablet, computer, watch, wireless headphones or earbuds, text messaging device, or personal digital assistant;
  - Is not owned or issued to students by the school district.
- "School day"
  - The time from the start of school until dismissal at the end of the day on the school premises, including, but not limited to, the time in any classroom, structured or unstructured learning setting, recess, lunch or passing period.
  - Excludes any time associated with a student's travel to or from a learning experience that is not located on the school premises, including any postsecondary educational course, career technical education course, work-based learning program, or other alternative educational opportunity.

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Exemptions

- Intervention of Last Resort
  - IEP or 504
- Extracurricular Activities

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Compliance

- Consequences for not complying with the provisions of this new policy will be similar to previous policies
  - Turn over the phone to staff member- Parent must come pick up phone
  - Refusal to comply will be considered insubordination / defiance

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GARDEN CITY
PUBLIC SCHOOLS
EXCELLENCE - COMMUNITY - CHARACTER - COURAGE

GARDEN CITY PUBLIC SCHOOLS USD 457

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

MEMORANDUM
TO: Board of Education
THRU: Randy Ralston, BOE President
FROM: Drew Thon, Deputy Superintendent
DATE: Tuesday, June 2, 2026
RE: First Reading of Board Policy IIBGC – Staff Online Activities

ISSUE:
The Board of Education is being asked to review Board Policy IIBGC, Staff Online Activities, and provide feedback to administration prior to final approval on the consent agenda at the next scheduled Board meeting.

BACKGROUND:
During the 2026 legislative session, the Kansas Legislature adopted House Bill 2299, which requires all Kansas school districts to establish policies governing employee communications with students through social media platforms. The law is intended to promote student safety, increase transparency, and establish clear expectations regarding electronic communication between school employees and students.

Policy IIBGC has been developed to ensure district compliance with HB 2299. The policy prohibits employees from privately or directly communicating with students through social media platforms and prohibits requiring students to use social media platforms for classroom assignments or extracurricular activities. The policy allows the Board to approve specific social media platforms for official school purposes when used solely for public, one-way communication regarding school functions, activities, and events.

The policy also clarifies that district-approved communication tools such as learning management systems, district email, and other approved educational platforms may continue to be utilized for instructional and school-related purposes, provided they allow for appropriate administrative oversight, monitoring, and record retention. Administration will develop implementation procedures and identify approved communication platforms to ensure compliance with state law and district expectations. While communication practices currently vary among schools, programs, and activities, the proposed policy establishes consistent districtwide expectations and provides clear guidance for employees moving forward.

ALTERNATIVES:
- Option 1: Receive the policy for first reading and provide feedback to administration.
  - Pros: Allows Board members an opportunity to review the policy, ask questions, and recommend revisions prior to final adoption.
  - Cons: None identified.
- Option 2: Request additional revisions prior to moving the policy forward.
  - Pros: Provides additional time for review and discussion.
  - Cons: May delay implementation of a policy required by state law.
- Option 3: Take no action.
  - Pros: No immediate action required.
  - Cons: Could delay district compliance with requirements established through HB 2299.

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

RECOMMENDATION:
Administration recommends that the Board receive Policy IIBGC, Staff Online Activities, for first reading and provide feedback to administration prior to final approval on the consent agenda at the next scheduled Board meeting.

FISCAL NOTE:
Minimal fiscal impact is anticipated. Existing district communication systems are expected to meet the requirements of the policy. Some staff training, implementation planning, and administrative oversight may be required to ensure compliance with HB 2299 and district procedures.

ATTACHMENTS:

- Board Policy IIBGC – Staff Online Activities
- Kansas HB 2299

Sincerely,

Drew Thon
Deputy Superintendent
USD 457 Human Resources

Senate Substitute for Substitute for HOUSE BILL No. 2299

AN ACT concerning education; relating to school districts and accredited nonpublic schools; providing that certain statutory references to accredited nonpublic schools mean nonpublic schools accredited by the state board of education; requiring that schools accredited by a national or regional accrediting agency have the same rights as nonpublic schools accredited by the state board; prohibiting students from using personal electronic communication devices during the school day and providing certain exceptions; prohibiting school employees from communicating with students through social media platforms for official school purposes and providing certain exceptions; requiring the adoption of policies and procedures relating thereto; amending K.S.A. 72-7114 and K.S.A. 2025 Supp. 72-5170 and repealing the existing sections.

Be it enacted by the Legislature of the State of Kansas:

New Section 1. Whenever accredited nonpublic schools, accredited nonpublic elementary or secondary schools, accredited nonpublic high schools, accredited private schools, or words of like effect, are referred to or designated by a statute in chapter 72 of the Kansas Statutes Annotated, and amendments thereto, such references or designations shall be deemed to mean a nonpublic school accredited by the state board of education unless otherwise indicated in such statute.

New Sec. 2. (a) Each board of education of a school district and governing authority of an accredited nonpublic elementary or secondary school shall adopt policies and procedures to govern the use of personal electronic communication devices by students during the school day. Such policies and procedures shall:

(1) Prohibit students from using or accessing personal electronic communication devices during the school day;

(2) require that all personal electronic communication devices be turned off and securely stored away from the student's person in an inaccessible location during the school day;

(3) authorize students to not bring personal electronic communication devices to school by leaving such devices at a house or in a vehicle, even if such vehicle is located on the school premises;

(4) set forth enforcement procedures and disciplinary actions for violations of such policies and procedures;

(5) authorize any student to use a personal electronic communication device during the school day only if the use is:

(A) (i) Required for the implementation of a student's individualized education program or 504 plan; or

(ii) approved by a licensed physician as a medical necessity to support the health or well-being of the student; and

(B) the intervention of last resort such that there is no other reasonable alternative option available for such student; and

(6) authorize a student to contact the student's parent or person acting as parent through the use of a school telephone or other communications device that is designated and made available by the school for such purpose.

(b) The board of education of a school district and the governing authority of an accredited nonpublic elementary or secondary school may adopt policies and procedures that limit or prohibit use of personal electronic communication devices by students during school-sponsored activities or events that occur outside of the school day.

(c) Subsections (a) and (b) shall not apply to any time associated with a student's travel to or from a learning experience that is not located on the school premises, including any postsecondary educational course, career technical education course, work-based learning program or other alternative educational opportunity.

(d) As used in this section:

(1) "Accredited nonpublic elementary or secondary school" means a nonpublic elementary or secondary school that is accredited by the state board of education. "Accredited nonpublic elementary or secondary school" includes any nonpublic elementary or secondary school that is dually accredited by the state board and an accrediting entity other than the state board.

(2) "Personal electronic communication device" means any wireless electronic communication device that:

(A) Provides for voice, text or video communication between two

or more parties, including, but not limited to, a mobile or cellular phone, tablet, computer, watch, wireless headphones or earbuds, text messaging device or personal digital assistant; and

(B) is not owned or issued to students by the school district or accredited nonpublic elementary or secondary school.

(3) "School day" means the time from the start of school until dismissal at the end of the day on the school premises, including, but not limited to, the time in any classroom, structured or unstructured learning setting, recess, lunch or passing period.

New Sec. 3. (a) Each board of education of a school district and governing authority of an accredited nonpublic elementary or secondary school shall adopt policies and procedures to prohibit each employee of the school district or accredited nonpublic elementary or secondary school from:

(1) Privately or directly communicating with any student through social media platforms except as otherwise provided in subsection (b); and

(2) requiring the use of social media for any assignment or extracurricular activity.

(b) The board of education of a school district or governing authority of an accredited nonpublic elementary or secondary school may approve a social media platform to be used for official school purposes.

(c) As used in this section:

(1) "Official school purposes" means the broadcasting or posting of public, one-way communications that pertain to school functions, activities or events. "Official school purposes" does not include private communications, direct communications or two-way communications with any student.

(2) "Social media platform" means an online website or application that permits a person to become a registered user, create an account or a profile for the primary purpose of creating, sharing or interacting with user-generated content that is publicly viewable by users. "Social media platform" includes, but is not limited to, snapchat, instagram, facebook, X and tiktok. "Social media platform" does not include:

(A) Any online website or application whose primary purpose is educational;

(B) any platform approved by the board of education or the governing authority of an accredited nonpublic elementary or secondary school if such platform:

(i) Is owned, licensed or contractually controlled by the school district or nonpublic school;

(ii) allows for required user accounts;

(iii) allows communications to be monitored, archived, retained or audited in compliance with policy or law;

(iv) is accessible to parents or guardians; and

(v) used by employees in accordance with policy;

(C) email;

(D) direct messaging services that only share messages between a sender and named recipient and does not display or post messages publicly or to users not identified as recipients by the sender of the message; and

(E) any online product or service that does not have school-specific features or identifiers and the predominant purpose is to post educational materials, news or resources and user comments or other interactive functionality that is incidental to such predominant purpose.

New Sec. 4. On or before September 1, 2026, each board of education of a school district and governing authority of an accredited nonpublic elementary or secondary school shall submit to the state board of education, on a form and in the manner prescribed by the state board, a certification that the board of education of the school district or governing authority of the accredited nonpublic elementary or secondary school has adopted the policies and procedures required

pursuant to sections 2 and 3, and amendments thereto.

New Sec. 5. No board of education of a school district, employee or agent of such school district, governing authority of an accredited nonpublic elementary or secondary school, employee or agent of such school shall be liable for any damage to or storage of personal electronic communication devices brought to school.

New Sec. 6. The provisions of sections 2 through 5, and amendments thereto, and any policies and procedures adopted thereunder, shall not apply to any virtual school as defined in K.S.A. 72-3712, and amendments thereto.

Sec. 7. K.S.A. 2025 Supp. 72-5170 is hereby amended to read as follows: 72-5170. (a) (1) In order to accomplish the mission for Kansas education, the state board shall design and adopt a school district accreditation system based upon improvement in performance that equals or exceeds the educational goal set forth in K.S.A. 72-3218(c), and amendments thereto, and is measurable. The state board shall hold all school districts accountable through the Kansas education systems accreditation rules and regulations, or any successor accreditation system and accountability plan adopted by the state board. The state board also shall ensure that all school districts and the public schools operated by such districts have programs and initiatives in place for providing those educational capacities set forth in K.S.A. 72-3218(c), and amendments thereto. On or before January 15 of each year, the state board shall prepare and submit a report on the school district accreditation system to the governor and the legislature.

(2) The accountability measures established pursuant to paragraph (1) shall be applied both at the district level and at the school level. Such accountability measures shall be reported by the state board for each school district and each school. All reports prepared pursuant to this section shall be published in accordance with K.S.A. 2025 Supp. 72-1181, and amendments thereto.

(3) If a school district is not fully accredited and a corrective action plan is required by the state board, such corrective action plan, and any subsequent reports prepared by the state board regarding the progress of such school district in implementing and executing such corrective action plan, shall be published on the state department of education's internet website and such school district's internet website in accordance with K.S.A. 2025 Supp. 72-1181, and amendments thereto.

(4) If a school district is not accredited, the superintendent, or the superintendent's designee, shall appear before the committee on education of the house of representatives and the committee on education of the senate during the regular legislative session that occurs during the same school year when such school district is not accredited. Such school district shall provide a report to such committees on the challenges and obstacles that are preventing such school district from becoming accredited.

(5) Any nonpublic school operating in Kansas may voluntarily seek accreditation by the state board of education. Any nonpublic school accredited by the state board of education may also be accredited by a regional or national accrediting agency. Each nonpublic school accredited by a regional or national accrediting agency recognized by the state board of education shall be entitled to the same rights as nonpublic schools accredited by the state board of education. Accrediting agencies recognized by the state board of education on or before March 1, 2026, shall not lose such recognition unless approved by the legislature.

(b) The state board shall establish curriculum standards that reflect high academic standards for the core academic areas of mathematics, science, reading, writing and social studies. The curriculum standards may be reviewed at least every seven years. The state board shall not substantially revise or update the English language arts or mathematics curriculum standards that are in effect on July 1, 2024, in a manner that would necessitate the development of new statewide assessments in

English language arts or mathematics until the state board's long-term goal for all students submitted to the United States department of education in the consolidated state plan is achieved such that 75% of all students score in performance levels 3 and 4 combined on the statewide assessments in English language arts and mathematics by 2030. Nothing in this subsection shall be construed in any manner so as to impinge upon any school district's authority to determine its own curriculum.

(c) (1) The state board shall provide for statewide assessments in the core academic areas of mathematics, science, reading, writing and social studies. The board shall ensure compatibility between the statewide assessments and the curriculum standards established pursuant to subsection (b). Such assessments shall be administered at three grade levels, as determined by the state board. The state board shall determine performance levels on the statewide assessments, the achievement of which represents high academic standards in the academic area at the grade level to which the assessment applies. The state board should specify high academic standards both for individual performance and school performance on the assessments.

(2) (A) On or before January 15 of each year, the state board shall prepare and submit to the legislature a report on students who take the statewide assessments. Such report shall include:

(i) The number of students and such number expressed as a percentage of the total number of students who took the statewide assessments during the immediately preceding school year disaggregated by core academic area and by grade level; and

(ii) the percentage of students who took the statewide assessments in grade 10 who, two years after graduating from high school, obtained some postsecondary education disaggregated by statewide assessment achievement level.

(B) When such information becomes available, or as soon thereafter as practicable, the state board shall publish the information required for the report under subparagraph (A) on the website of the state department of education and incorporate such information in the performance accountability reports and longitudinal achievement reports required under K.S.A. 2025 Supp. 72-5178, and amendments thereto.

(C) The provisions of this paragraph shall expire on July 1, 2029.

(d) Each school year, on such date as specified by the state board, each school district shall submit the Kansas education system accreditation report to the state board in such form and manner as prescribed by the state board.

(e) Whenever the state board determines that a school district has failed either to meet the accreditation requirements established by rules and regulations or standards adopted by the state board or provide curriculum based on state standards and courses required by state law, the state board shall so notify the school district. Such notice shall specify the accreditation requirements that the school district has failed to meet and the curriculum that it has failed to provide. Upon receipt of such notice, the board of education of such school district is encouraged to reallocate the resources of the school district to remedy all deficiencies identified by the state board.

(f) Each school in every school district shall establish a school site council composed of the principal and representatives of teachers and other school personnel, parents of students attending the school, the business community and other community groups. School site councils shall be responsible for providing advice and counsel in evaluating state, school district, and school site performance goals and objectives and in determining the methods that should be employed at the school site to meet these goals and objectives. Site councils may make recommendations and proposals to the school board regarding budgetary items and school district matters, including, but not limited to, identifying and implementing the best practices for developing efficient and effective administrative and management functions. Site

councils also may help school boards analyze the unique environment of schools, enhance the efficiency and maximize limited resources, including outsourcing arrangements and cooperative opportunities as a means to address limited budgets.

Sec. 8. K.S.A. 72-7114 is hereby amended to read as follows: 72-7114. (a) Any association with a majority of the high schools of the state as members and the purpose of which association is the statewide regulation, supervision, promotion and development of any of the activities defined in K.S.A. 72-7117, and amendments thereto, and in which any public high school of this state may participate directly or indirectly shall:

(1) On or before September 1 of each year make a full report of its operation for the preceding calendar year to the state board of education. The report shall contain a complete and detailed financial statement under the certificate of a certified public accountant.

(2) File with the state board a copy of all reports and publications issued from time to time by such association.

(3) Be governed by a board of directors which shall exercise the legislative authority of the association and shall establish policy for the association.

(4) Submit to the state board of education, for its approval or disapproval prior to adoption, any amendments, additions, alterations or modifications of its articles of incorporation or bylaws. If any articles of incorporation, bylaws or any amendment, addition or alteration thereto is disapproved by the state board of education, the same shall not be adopted.

(5) Establish a system for the classification of member high schools according to student attendance.

(6) Be subject to the provisions of the Kansas open meetings law.

(7) Be subject to the provisions of the open records law.

(8) Recognize and accept accreditation of a nonpublic school by a regional or national agency.

(b) (1) The board of directors shall consist of not less than 60 members as follows:

(A) At least eight directors shall be members of boards of education, elected by local boards of education. At least two of such directors shall be elected from each congressional district of the state;

(B) at least two directors shall be representatives of the state board of education, appointed by the state board;

(C) (i) directors who are representatives of the senior high schools which are affiliated with a league shall be elected by the league;

(ii) the senior high schools which are not affiliated with a league shall be represented by at least one director;

(D) at least four directors shall be representatives of the middle/junior high schools, elected by the middle/junior high schools;

(E) at least one director shall be representative of and selected by athletic administrators;

(F) at least one director shall be representative of and selected by coaches;

(G) at least one director shall be representative of and selected by speech communications educators;

(H) at least one director shall be representative of and selected by music educators; and

(I) at least one director shall be representative of and selected by scholars' bowl coaches.

(2) The directors appointed by the state board of education from the public at-large prior to July 1, 2014, whose terms are set to expire after July 1, 2014, may continue to serve on the board of directors until such director's term expires. Upon the expiration of the term of any such director, the governor shall appoint a successor member of the board of directors. In the event of a vacancy or the expiration of the term of any director appointed by the governor, the governor shall appoint a successor member of the board of directors. Any person appointed by the governor shall not be employed by any school

affiliated with a league in the Kansas state high school activities association, nor shall such person be a member of the state board of education. The governor shall be provided a list of those directors appointed pursuant to subsection (b)(1). The governor shall make appointments pursuant to this subsection in order to attain, when necessary, and insofar as possible, representation of ethnic minority groups and both genders on the board of directors and to ensure that a resident from each congressional district is appointed to the board of directors.

(3) All directors are limited to six consecutive years of service.

(c) (1) An executive board which shall be responsible for the administration, enforcement and interpretation of policy established by the board of directors shall be elected by the board of directors from its membership, provided that a director shall serve at least one year as a member of the board of directors prior to being elected to the executive board.

(2) At least two members of the board of directors elected to the executive board shall be directors appointed by the governor under subsection (b)(2), provided such directors are eligible for election to the executive board under this subsection. Members of the executive board elected pursuant to this paragraph shall only be eligible to serve on the executive board during the second, fourth and sixth years of such director's term.

(3) Insofar as possible, membership on the executive board shall be representative of ethnic minority groups, both genders, and all geographical areas of the state.

(d) An appeal board which shall be responsible for conducting hearings provided for in K.S.A. 72-7118, and amendments thereto, shall be elected as provided in this subsection. The appeal board shall consist of eight members. The membership of the appeal board shall include four members who are board of education members, elected by the boards of education of the member schools of the association; and four members who are school administrators, elected by the member schools of the association. No member of the board of directors shall be eligible for election to membership on the appeal board. All members of the appeal board are limited to six consecutive years of service.

(e) The executive board is authorized to employ an executive director and such other personnel as may be necessary to the exercise of the powers and the performance of the functions and duties of the board of directors, the executive board, and the appeal board. The executive director and all other personnel, except custodial, clerical or maintenance personnel, employed by the executive board pursuant to this subsection, shall file written statements of substantial interests, as provided by K.S.A. 46-248 through 46-252, and amendments thereto.

Sec. 9. K.S.A. 72-7114 and K.S.A. 2025 Supp. 72-5170 are hereby repealed.

Sec. 10. This act shall take effect and be in force from and after its publication in the statute book.

I hereby certify that the above BILL originated in the House,
and passed that body

_____

HOUSE concurred in
SENATE amendments _____

_____
Speaker of the House.

_____
Chief Clerk of the House.

Passed the SENATE
as amended _____

_____
President of the Senate.

_____
Secretary of the Senate.

APPROVED _____

_____
Governor.

IIBGC - Staff Online Activities

(See GAF, GBU, IIBG, IIBGA, KGA)

Employees are encouraged to use district electronic mail and other district technology and resources to promote student learning and to communicate with parents of students and education-related entities. If those resources are used, they shall be used for purposes directly related to work-related activities. Technology-based materials, activities, and communication tools utilized by employees with students shall be used in accordance with law and appropriate for and within the range of the knowledge, understanding, age, and maturity of students with whom they are used.

District employees, including, but not limited to, administrators, classroom teachers, and extracurricular and co-curricular activity coaches and sponsors, may set up social media accounts using district technological resources and following district policy and procedures to promote and enhance communications with students, parents, and the community concerning school-related programs and activities as well as for the purpose of supplementing classroom instruction. Social media sites and other online communication options offering instructional benefits may be used for the purpose of supplementing classroom instruction and to promote communications with students and parents concerning school-related activities, as allowed by law and this policy.

In order for district employees to utilize a social media platform for instructional, administrative, or other work-related communication purposes, they shall comply with the following:

1. They shall request permission from the superintendent or the superintendent's designee(s) prior to setting up or using any social media platform.
2. If permission is granted, staff members will set the platform up following any district policy, administrative procedures, and directives. This shall include, but may not be limited to, limiting the employee to using only board approved social media platforms for official school purposes and giving administrative access and editing rights to designated district or school officials.
3. If the expenditure of district funds is required to complete the set-up or maintenance of the platform, the requesting staff member shall present an itemized summary of such costs to the superintendent for appropriate approval.
4. Once the platform is in use, the sponsoring staff member is responsible for the following:
    a. Monitoring and managing the platform to promote safe and acceptable use and compliance with district policies, administrative guidelines and directives, and applicable law; and

b. Observing confidentiality restrictions concerning release of personally identifiable student information under state and federal law.

Prohibitions Regarding Social Media Platforms

No employee of the district shall privately or directly communicate with any student through a social media platform, except as expressly permitted under this policy. This prohibition applies regardless of whether communication occurs during or outside the school day.

No employee shall require a student to use a social media platform for any assignment or extracurricular activity.

The provisions of this policy regulating social media platform use that are not made for official school purposes and that require the use of only board approved social media platforms with limited student communications do not apply to any virtual school, as defined by Kansas law.

Definitions

For purposes of this policy, a "social media platform" is any online website or application that permits a person to become a registered user, create an account or profile for the primary purpose of creating, sharing, or interacting with user-generated content that is publicly viewable. "Social media platform" includes, but is not limited to, Facebook, Instagram, Snapchat, TikTok, X (Twitter). "Social media platform" does not include:

- Any online website or application whose primary purpose is educational;
- Any platform approved by the board if such platform:
  - Is owned, licensed, or contractually controlled by the school district;
  - allows for required user accounts;
  - allows communications to be monitored, archived, retained, or audited in compliance with policy or law;
  - is accessible to parents or guardians; and
  - used by employees in accordance with policy;
- email;
- direct messaging services that only share messages between a sender and a named recipient and does not display or post messages publicly or to users not identified as recipients by the sender of the message; and
- any online product or service that does not have school-specific features or identifiers and the predominant purpose is to post educational materials, news, resources and user comments, or other interactive functionality that is incidental to such predominant purpose.

For purposes of this policy, “official school purposes” means the broadcasting or posting of public, one-way communications that pertain to school functions, activities, or events. “Official school purposes” does not include private communications, direct communications, or two-way communications with any student.

Uses of Social Media Platforms

The board may approve specific social media platforms for employee use for official school purposes, and employees are expected to utilize only board approved social media platforms in the performance of any district related work responsibilities, including the posting of information on behalf of district programs, clubs, and activities.

Board-approved social media platforms may be used by employees only for the following purposes:

- Posting or broadcasting one-way, public communications; and
- Sharing general information related to school programs, activities, or events.

Employees shall not use social media platforms for any form of two-way interaction with students, including but not limited to:

- Private or direct messaging;
- comment-based conversations; or
- other two-way exchange of individualized messages with a student.

Other Online Platforms

Employees may communicate with students through district approved platforms that are not classified as social media platforms, provided such use complies with board policy and applicable law. These platforms may include:

- District email accounts;
- district learning management systems; and
- board approved messaging, notification, or collaboration platforms.

All board approved platforms must allow for appropriate administrative supervision, monitoring, and record retention.

Training and Compliance

The superintendent or designee shall provide training to employees regarding acceptable social media platform communication practices as necessary for implementation of new requirements and then periodically thereafter.

Disciplinary Actions

While not in direct violation of applicable law or this policy, staff members are strongly discouraged from creating personal social media accounts with which they connect with current or future students. Employees taking such action do so at their own risk. All employees shall be subject to disciplinary action if their conduct relating to use of technology, social media, or online resources violates board policy or administrative procedures or directives; Kansas law regarding social media platform use by school employees; statutory or regulatory provisions governing employee conduct or the protection of student record information; or if it impairs the staff member's job performance or effectiveness in the work setting. District staff shall endeavor to protect the health, safety, and emotional well-being of students and confidentiality of student record information both in the school setting and in their online actions. Conduct in violation of this policy, including, but not limited to, conduct relating to the use of technology, any social media, or online resources, may form the basis for disciplinary action up to and including termination from employment.

Approved:
KASB Recommendation – 6/13; 4/26

GARDEN CITY PUBLIC SCHOOLS USD 457

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

MEMORANDUM
TO: Board of Education
THRU: Randy Ralston, BOE President
FROM: Drew Thon, Deputy Superintendent
DATE: Tuesday, June 2, 2026
RE: Adoption of the 2027-28 School Calendar

ISSUE:
The Board of Education is being asked to adopt the proposed 2027-28 school calendar.

BACKGROUND:
Administration is recommending adoption of the 2027-28 school calendar approximately two years in advance. Early adoption provides significant benefits for employees, families, and the district by allowing additional time for vacation planning, childcare arrangements, professional development scheduling, and coordination of district events and activities. Advance calendar adoption also supports recruitment and retention efforts by providing current and prospective employees greater certainty regarding future work schedules. Establishing the calendar well in advance improves long-term operational planning and demonstrates the district's commitment to supporting a healthy work-life balance for staff while meeting the educational needs of students.

The proposed calendar is the result of a collaborative process involving a calendar committee composed of parent, teacher, classified staff, administrator, and Board of Education representatives. Committee members volunteered to participate and worked together to develop three calendar options for consideration. Throughout the process, the committee considered instructional requirements, professional development needs, family schedules, holiday breaks, and stakeholder feedback.

Parent feedback was an important factor in the committee's work. Through district parent surveys and committee discussions, many families expressed a preference for beginning the school year later in August. As a result, the recommended calendar starts approximately one week later than recent school calendars. Parent teacher conferences have also been moved from the traditional Thursday-Friday schedule to a Friday-Monday schedule. This adjustment reduces the number of shortened instructional weeks throughout the school year, minimizes disruptions to classroom learning, and creates greater consistency in instructional time for students. Thanksgiving Break and Winter Break remain largely unchanged from previous years to provide consistency for students, families, and staff.

Following the committee's work, certified staff members were asked to participate in a ranked-choice vote in accordance with the negotiated agreement. While the negotiated agreement provides certified staff an opportunity to make a recommendation regarding the school calendar, the agreement also recognizes that the adoption of the school calendar remains the responsibility of the Board of Education. A total of 311 certified staff members participated in the voting process, and Calendar A emerged as the clear preference, receiving 56.27% of first-choice votes and the strongest overall weighted score among the three calendar options. Calendar A received nearly two and a half times as many first-choice votes as either of the other calendar options, demonstrating a clear preference among participating certified staff. The calendar committee and administration are recommending Calendar A for Board consideration based on the voting results and stakeholder feedback.

USD 457
GARDEN CITY
PUBLIC SCHOOLS

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The Board of Education has been represented throughout the calendar development process and retains the authority to approve, modify, or reject the committee's recommendation. Administration believes Calendar A best balances the needs of students, families, and staff while supporting the district's educational mission and operational needs.

Because the school year begins later in August, the last day of school will occur approximately one week later than recent calendars while still meeting all state instructional requirements. By establishing the calendar well in advance, the district is able to better support students, families, and employees while providing the predictability necessary for effective planning and operational excellence.

ALTERNATIVES:

- Option 1: Adopt the proposed 2027-28 School Calendar (Calendar A).
  - Pros: Provides certainty for staff and families, supports long-term planning, reflects stakeholder feedback, aligns with the recommendation of the calendar committee and certified staff, and establishes key district dates well in advance.
  - Cons: Must ask approval from the Board should future circumstances necessitate significant calendar changes.
- Option 2: Request revisions and bring a modified calendar back for future consideration.
  - Pros: Allows additional review and discussion.
  - Cons: Delays planning for staff, families, and district operations.
- Option 3: Take no action at this time.
  - Pros: Allows additional time for consideration.
  - Cons: Delays planning efforts and creates uncertainty for employees and families.

RECOMMENDATION:

Administration recommends approval of Calendar A as the official 2027-28 school calendar. The recommended calendar reflects the work of the calendar committee, incorporates feedback from parents and staff, aligns with the recommendation of certified employees through the negotiated agreement process, and supports long-range planning for students, families, employees, and district operations. Administration believes Calendar A provides the best balance between instructional time, professional learning opportunities, family needs, and operational efficiency while preserving the Board of Education's priorities for student learning.

FISCAL NOTE:

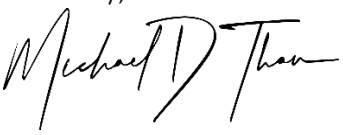
No direct fiscal impact is anticipated as a result of calendar adoption. The proposed calendar meets instructional requirements and can be implemented within existing district resources.

ATTACHMENTS:

- Calendar A - 2027-28 Recommended School Calendar
- Calendar B
- Calendar C

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

Sincerely,



Drew Thon
Deputy Superintendent
USD 457 Human Resources

Unified School District 457 ▪ Garden City, Kansas 67846

2027 - 2028 Draft A

GARDEN CITY PUBLIC SCHOOLS

July 2027

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

August 2027

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

9-12 New Teacher Inservice **(NS)**
13 Teacher Inservice **(NS)**
16 Teacher Inservice **(NS)**
17 Teacher Workday (NS)
18 School AM (Grades K-4,5,7,9-10 & new students)
Teacher Workday PM

September 2027

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

6 Labor Day **(NS)**
24 Teacher Inservice **(NS)**

October 2027

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

15 End of Grading Period
22 Teacher Inservice AM **(NS)**
Teacher Workday PM
29 Parent/Teacher Conference **(NS)**

November 2027

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

1 Parent/Teacher Conference **(NS)**
22-26 Fall Vacation

December 2027

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

17 End of Grading Period
20-31 Winter Vacation

January 2028

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

3 Teacher Workday **(NS)**
4 Teacher Inservice **(NS)**
5 School Resumes
28 New Teacher Inservice **(NS)**

February 2028

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

18 Teacher Inservice AM **(NS)**
Teacher Workday PM
25, 28 Parent/Teacher Conference**(NS)**

March 2028

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

3 End of Grading Period
10 Teacher Release Inservice (NS)
13-17 Spring Break

April 2028

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

14 Spring Vacation
17 Teacher Inservice **(NS)**

May 2028

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

24 Last Day of School
25 Teacher Workday AM **(NS)**

June 2028

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

⬠ = New Teacher Orientation (NS)
▭ = Holiday/Vacation (NS)
▭ = District Work/Inservice (NS)
◯ = Parent/Teacher Conference (NS)
— = Half Day of School
NS = No School

Inservices (7) = 8/13, 8/16, 9/24, 10/22*
1/4, 2/18*, 3/10, 4/17

Workdays (4) = 8/17, 8/18*, 10/22*, 1/3
2/18*, '5/25*

Snow Days (Aug 19-20, 23-25)
Graduation Weekend
{ } Estimated Testing Windows
* = 1/2 Day

1159 Hour Calendar
(6 hours, 40 minutes)

1st Grading Period	40.5	79.5
2nd Grading Period	39.0	
3rd Grading Period	41.0	91.0
4th Grading Period	50.0	
		170.5

Teacher Contract Days 181.5

0

Unified School District 457 ▪ Garden City, Kansas 67846

2027 - 2028 Draft B

GARDEN CITY PUBLIC SCHOOLS

July 2027

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

August 2027

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

10-13 New Teacher Inservice **(NS)**
16 Teacher Inservice **(NS)**
17 Teacher Inservice **(NS)**
18 Teacher Workday **(NS)**
19 School AM (Grades K-4,5,7,9-10 & new students)
Teacher Workday PM

September 2027

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

6 Labor Day **(NS)**

October 2027

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

15 End of Grading Period
22 Teacher Inservice AM **(NS)**
Teacher Workday PM
29 Parent/Teacher Conference **(NS)**

November 2027

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

1 Parent/Teacher Conference **(NS)**
22 Teacher Inservice **(NS)**
23 New Teacher Inservice **(NS)**
24-26 Fall Vacation

December 2027

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

17 End of Grading Period
20-31 Winter Vacation

January 2028

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

3 Winter Vacation
4 Teacher Workday **(NS)**
5 Teacher Inservice **(NS)**
6 School Resumes
28 GCHS Wrestling Tournament **(NS)**

February 2028

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

18 Teacher Inservice AM **(NS)**
Teacher Workday PM
25, 28 Parent/Teacher Conference **(NS)**

March 2028

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

10 End of Grading Period
13-17 Spring Break

April 2028

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

14 Teacher Release Inservice **(NS)**
17 Teacher Inservice **(NS)**

May 2028

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

24 Last Day of School
25 Teacher Workday AM **(NS)**

June 2028

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

⬠ = New Teacher Orientation (NS)
▭ = Holiday/Vacation (NS)
▬ = District Work/Inservice (NS)
◯ = Parent/Teacher Conference (NS)
— = Half Day of School
NS = No School

Inservices (7) = 8/16, 8/17, 10/22*,11/22, 1/5 2/18*, 4/14, 4/17

Workdays (4) = 8/18, 8/19*, 10/22*, 1/4, 2/18 5/25*

Snow Days (Aug 20, 23-26)
Graduation Weekend
{ } Estimated Testing Windows
* = 1/2 Day

1159 Hour Calendar
(6 hours, 40 minutes)

1st Grading Period	40.5	79.5
2nd Grading Period	39.0	
3rd Grading Period	45.0	91.0
4th Grading Period	46.0	
		170.5

Teacher Contract Days 181.5

0

Unified School District 457 ▪ Garden City, Kansas 67846

2027 - 2028 Draft C

GARDEN CITY PUBLIC SCHOOLS

July 2027

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

August 2027

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

10-13 New Teacher Inservice **(NS)**
16-17 Teacher Inservice **(NS)**
18 Teacher Workday **(NS)**
19 School AM (Grades K-4,5,7,9-10 & new students)
Teacher Workday PM

September 2027

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

6 Labor Day **(NS)**
27 Teacher Inservice **(NS)**

October 2027

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

19 End of Grading Period
22 Teacher Inservice AM **(NS)**
Teacher Workday PM
29 Parent/Teacher Conference **(NS)**

November 2027

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

1 Parent/Teacher Conference **(NS)**
22-26 Fall Vacation

December 2027

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

21 End of Grading Period
22-31 Winter Vacation

January 2028

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

3-4 Winter Vacation
5 Teacher Workday **(NS)**
6 School Resumes
28 New Teacher Insservice **(NS)**

February 2028

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

18 Teacher Inservice AM **(NS)**
Teacher Workday PM
25, 28 Parent/Teacher Conference **(NS)**

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

1 End of Grading Period
10 Teacher Inservice **(NS)**
13-17 Spring Break

April 2028

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

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17 Teacher Inservice**(NS)**

May 2028

S	M	T	W	T	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

24 Last Day of School
25 Teacher Workday AM **(NS)**

June 2028

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
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18	19	20	21	22	23	24
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2/18*, 3/10, 4/14, 4/17

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{ } Estimated Testing Windows
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1159 Hour Calendar
(6 hours, 40 minutes)

1st Grading Period	41.5	80.5
2nd Grading Period	39.0	
3rd Grading Period	38.0	90.0
4th Grading Period	52.0	
		170.5

Teacher Contract Days **181.5**

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GARDEN CITY USD 457 PUBLIC SCHOOLS

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

MEMORANDUM
TO: Board of Education
THRU: Randy Ralston, BOE President
FROM: Drew Thon, Deputy Superintendent
DATE: Tuesday, June 2, 2026
RE: Revisions to the Student Discipline Policy

ISSUE:
The Board of Education is being asked to approve proposed revisions to the Student Discipline Policy.

BACKGROUND:
During negotiations, district employees provided feedback regarding the implementation of the Student Discipline Policy, particularly as it relates to supporting teachers and maintaining safe learning environments following significant behavioral incidents. Administration reviewed the feedback and worked collaboratively to identify revisions that strengthen expectations while continuing to support positive behavior interventions and tiered systems of support.

Two substantive revisions are being recommended. First, the policy language has been revised to require that a student be temporarily removed from the classroom when reasonable efforts by the Certified Employee to de-escalate a Level 4 or Level 5 behavior incident have not been successful. This change replaces the previous discretionary language and establishes a more consistent response to significant behavioral incidents.

Second, a new section entitled "Post-Incident Classroom Restoration and Staff Support" has been added. The new language provides that following a significant behavioral incident and before the student returns to the classroom, the District will provide the affected Certified Employee a reasonable opportunity to regain composure, begin documentation, and restore the learning environment. This addition recognizes the impact significant incidents can have on both staff and students and reinforces the district's commitment to supporting employees while maintaining orderly and productive classrooms. The specific policy language applies to Level 4 and Level 5 incidents involving aggression, injury, or major disruption.

These revisions do not alter the district's commitment to positive behavior supports, intervention strategies, or tiered systems of support. Rather, they provide additional clarity regarding expectations, strengthen classroom safety, and ensure employees receive appropriate support following significant behavioral incidents.

ALTERNATIVES:
- Option 1: Approve the proposed revisions to the Student Discipline Policy.
  - Pros: Strengthens classroom safety, establishes greater consistency in responses to significant behavioral incidents, and provides additional support for employees following serious incidents.
  - Cons: None identified.
- Option 2: Table action and request additional revisions.
  - Pros: Provides additional opportunity for discussion and refinement.
  - Cons: Delays implementation of the proposed enhancements.
- Option 3: Reject the proposed revisions.

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

- Pros: Maintains the current policy language.
- Cons: Does not address concerns and feedback raised regarding classroom safety and post-incident staff support.

RECOMMENDATION:
Administration recommends approval of the proposed revisions to the Student Discipline Policy. Administration believes the proposed revisions strengthen classroom safety, establish greater consistency in responses to significant behavioral incidents, provide meaningful support to employees following serious incidents, and reinforce the district's commitment to maintaining safe and productive learning environments for all students and staff.

FISCAL NOTE:
No fiscal impact is anticipated as a result of these revisions.

ATTACHMENTS:
- Proposed Revisions to the Student Discipline Policy

Sincerely,

Drew Thon
Deputy Superintendent
USD 457 Human Resources

It is the primary responsibility of the certified employee to cultivate and maintain a safe, predictable, and productive learning environment for all students. This is achieved through the proactive implementation of Tier 1 universal supports, including the clear teaching of behavioral expectations and the establishment of positive classroom routines.

When student behavior significantly disrupts instruction or poses a threat to the safety and well-being of others (Level 4 and 5 behaviors), Certified Employees will take appropriate steps to protect the learning environment.

1. Immediate Stabilization of the Learning Environment
When reasonable efforts by the Certified Employee to de-escalate the behavior are not successful, the student shall be temporarily removed from the classroom. School staff will ensure the student is safely escorted to the office.

Deleted: may

2. Timely Documentation
Certified Employees will notify the office of the behavior and document the incident in writing as soon as possible, no later than the end of the day.

3. Incident Debrief
Following the incident, the Certified Employee and the principal (or designee) will coordinate an incident debrief to review necessary interventions, positive behavior supports and/or classroom strategies to support safe and productive participation in the classroom environment.

4. Ongoing Support for Recurrent Disruptions
When significant disruptions to the learning environment occur repeatedly despite the certified employee's documented use of behavior interventions, the employee and principal may recommend the student for the next level of tiered support. This recommendation initiates a data-driven analysis by the team to determine the next steps in an individualized support plan.

5. Post-Incident Classroom Restoration and Staff Support
Following a level 4 or 5 incident involving aggression, injury, or major disruption, and before the student(s) are returned to the classroom, the District shall provide the affected Certified Employee a reasonable opportunity to regain composure, begin documentation, and restore the learning environment.

It is the primary responsibility of the certified employee to cultivate and maintain a safe, predictable, and productive learning environment for all students. This is achieved through the proactive implementation of Tier 1 universal supports, including the clear teaching of behavioral expectations and the establishment of positive classroom routines.

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