Regular Board of Education Meeting

Thursday, July 30, 2026 5:00 PM
Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846

A. **PLEDGE**

B. **SILENT REFLECTION**

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

- **Back to School Convocation, August 11, 2026, at 8:00 AM in the GCHS Gym.**

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

1. Additional certified and classified personnel actions for consideration, Item E.3.
2. Add Board Open Discussion after Unfinished Business, Item G.

E. **CONSENT AGENDA**

1. Minutes

a. Minutes of the July 13, 2026, Regular Board of Education Meeting.

2. Accounts Payable totaling $6,585,502.70, 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 2026-27 Handbooks.

i. SAT Handbook 2026-27

b. The Board of Education is asked to consider approve the implementation of 6th grade intramurals at Bernadine Sitts and Charles Stones Intermediate Centers in Partnership with Blue Cross Blue Shield and the Pathways to a Healthy Kansas Initiative Grant and adopt A RESOLUTION AUTHORIZING THE SUPERINTENDENT TO TAKE ACTIONS NECESSARY TO COMPLETE MINIMUM REQUIREMENTS MAKING THE UNIFIED SCHOOL DISTRICT 457 GARDEN CITY PUBLIC SCHOOLS ELIGIBLE TO RECEIVE A NONCOMPETITIVE IMPLEMENTATION GRANT FOR THE PATHWAYS TO A HEALTHY KANSAS YOUTH PHYSICAL ACTIVITY PACKAGE.

c. The Board of Education is asked to consider and approve a bid to re-roof areas G & J at Horace Good Middle School — DV Douglass in the amount of $258,300.00.

d. The Board of Education is asked to consider and approve the following revised Board of Education policies:

i. CCA Organizational Chart

ii. DFE Investment of Funds

iii. EBBE Emergency Drills

iv. EE Food Services

v. GAAC Sex-Based Discrimination (revised-name change)

vi. JB Attendance Records

vii. JBC Enrollment

viii. JBCC Enrollment of Nonresident Students

ix. JBD Absences and Excuses

x. JGEC Sex-Based Discrimination (revised- name change)

xi. JGFGA Administration of Emergency Opioid Antagonists

xii. JGFGBA Student Self-Administration of Medication

xiii. JQKA Foreign Exchange Student

xiv. JRB Release of Student Records

e. The Board of Education is asked to consider and approve Social Media and Communication Platforms that staff may use for school-related communication with students and families as follows.

District Approved Social Media Platforms

- Facebook
- Instagram
- X (formerly Twitter)

f. These platforms are approved for public, one-way communication, including but not limited to:

- Announcements
- Program updates
- Event information
- Celebrations and recognition
- Scores and results

g. District Approved Communication Platforms

- Thrillshare
- ClassDojo
- Bound (Athletics and Activities Management and Communication Platform)

h. These platforms are approved for district, school, classroom, athletic, and activity-related communication in accordance with district expectations and applicable state law. Use of approved communication platforms shall remain subject to all requirements of Policy IIBGC and state law, including restrictions on private communications with students.

i. The Board of Education is asked to consider and approve the Clinical Contractual Agreement between Garden City Community College and Unified School District 457 for the 2026-2027 school year.

F. **UNFINISHED BUSINESS**

1. The Board of Education is asked to consider and approve a Scope of Work (SOW) proposal for the Core Facilities Conditions Assessment (FCA) for Garden City Public School District #457 Campuses - FMX in the amount of $129,332.77.

G. **Board Open Discussion**

H. **NEXT BOARD MEETING**

I. **ADJOURNMENT**

GARDEN CITY PUBLIC SCHOOLS

DRAFT **MINUTES** *DRAFT*

Regular Board of Education Meeting Monday, July 13, 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 Monday, July 13, 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; Katherine Cole; Mark Hinde; Nathan Haeck via Webex conference calling; Randy Ralston; Rebecca Swender; Robin Bergkamp. 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. **DELEGATIONS, Q & A, PUBLIC COMMENTS, RECOGNITIONS, COMMITTEE REPORTS**

Public comment was made by the following individuals. They were given five minutes to present their information.

- Mariah Magana regarding district policy regarding immigration and customs enforcement.
- Brittany Martin regarding immigration enforcement policy and student rights.
- Becca Burnfin regarding HB2299.
- Levi Burnfin regarding public comments being open for meetings where policy is being updated.

Rebecca Swender arrived to the meeting at 6:09 PM.

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

D.1. Additional certified and classified personnel actions for consideration, Item F.3.
D.2. Add Item F.4.i., Board of Education Policy title change from JCDBC Student Personal Electronic Communications Devices to JCDC Student Personal Electronic Communications Devices to align with KASB. The former policy, JCDBC Personal Electronic Communication Devices, is now obsolete.
D.3. Revised Item F.4.b.ii, Designation of the official newspaper and depositories.
D.4. Remove Item H.5., The Board of Education is asked to consider and approve proposed Service Order #3 for the design and bid fee to re-roof of areas B & C at Georgia Matthews Elementary School — GMCN in the amount of $21,500.00

Action(s):

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

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

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

E. **Election of Board of Education President and Vice President**

E.1. **President** – Current Board President, Randy Ralston, declared that nominations for the office of Board President for the 2026-27 fiscal year were in order. The following actions were taken.

Mr. President, I move to nominate Mark Hinde for Board President. This motion, made by Robin Bergkamp and seconded by Jacob Jenkins.

Mr. President, I move to cease nominations for Board President. This motion, made by Rebecca Swender and seconded by Katie Cole, Carried.

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

Voting Summary for cease of nominations: Yea: 6, Nay: 0, Absent: 1

Voting for the office of Board President took place.

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

Voting Summary for the office of President: Yea: 6, Nay: 0, Absent: 1, Carried.

E.2. **Vice President** – Randy Ralston declared that nominations for the office of Vice President were in order. The following actions were taken.

Action(s):

Mr. President, I move to nominate Nathan Haeck for Vice President. This motion, made by Jacob Jenkins and seconded by Randy Ralston.

Mr. President, I move to cease nominations for Vice President. This motion, made by Rebecca Swender and seconded by Robin Bergkamp, Carried.

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

Voting Summary for cease of nominations: Yea: 6, Nay: 0, Absent: 1

Voting for the office of Vice President took place.

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

Voting Summary for office of Vice President: Yea: 6, Nay: 0, Absent: 1, Carried.

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

Action(s):
I move to approve all consent agenda items as amended. This motion, made by Randy Ralston and seconded by Rebecca Swender, Carried.

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

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

F.1. **Minutes**

F.1.a. Minutes of the June 25, 2026, Regular Board of Education Meeting – approved as presented.

F.2. **Accounts Payable** totaling $26,917,394.17, noting that all major accounts contain adequate balances to meet current obligations – approved as presented.

F.3. **Personnel** – All certified and classified personnel actions were approved as presented.

F.3.a. Certified

Appointments: Janna Strecker, Jeroldine Jones,

Transfers:

- Sheena Hemmert - from .60 art position at Abe Hubert Elementary School/.40 art position at Georgia Matthews Elementary School to .50 art position at Abe Hubert Elementary School /.50 art position at Buffalo Jones Elementary School.
- Sara Sanders - from .50 art position at Florence Wilson Elementary School /.50 art position at Buffalo Jones Elementary School to .75 art position at Florence Wilson Elementary School /.25 art position at Jennie Barker Elementary School.
- Ashley Powers — from .50 ESL position at Jennie Wilson Elementary School/.5 art position at Jennie Wilson Elementary School to .50 art at Jennie Wilson Elementary School/.25 art position at Plymell Elementary School/.25 art position at Gertrude Walker Elementary School.
- Christi Lewis - from .50 art position at Alta Brown Elementary School/.50 art position at Gertrude Walker Elementary School to .75 art position at Alta Brown Elementary School/.25 art position at Georgia Matthews Elementary School.

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

- Close .50 ESL position at Jennie Wilson Elementary School
- Open .25 art position at Jennie Barker Elementary School
- Open .25 art position at Plymell Elementary School
- Close .25 art position at Gertrude Walker Elementary School
- Open .25 art position at Alta Brown Elementary School to combine with the current .50 art position at Alta Brown Elementary School to create a .75 position.
- Close .10 art position at Abe Hubert Elementary School
- Close .15 art position at Georgia Matthews Elementary School
- Open .25 art position at Florence Wilson Elementary School to combine with the current .50 art position at Florence Wilson Elementary School to create a .75 position.
- Close 1.0 kindergarten position at Abe Hubert Elementary School
- Close 1.0 fifth grade position at Abe Hubert Elementary School
- Close 1.0 sixth grade position at Abe Hubert Elementary School
- Close 1.0 fourth grade position at Victor Ornelas Elementary School
- Close 1.0 second grade position at Florence Wilson Elementary School

Stipend: Jessica Nothern, chief financial officer, is requesting the following stipend for the 2026–27 school year.

- After-school program stipend

Tuition Reimbursement Agreement: Cheston Skinner - Master's Degree

F.3.b. Classified

Resignations: Manuel Gonzales, Jacobi Lobmeyer

Assignments: Roxanne Baier, Steven Barber, Judith Bohaboy, Marlene Hernandez, Nallely Nieto, Ruby Ruiz-Contreras, Lauren Wells

Transfers:

- Berta Anaya Perez from Nutrition I at Abe Hubert Elementary School to Nutrition I at Horace Good Middle School

- Martha Arteaga from Paraprofessional III at Therapeutic Education Program to Paraprofessional III at Edith Scheuerman Elementary School
- Maria Cruz from Paraprofessional I at Bernadine Sitts Intermediate Center to Paraprofessional II at Bernadine Sitts Intermediate Center
- Juana De La Torre from Nutrition I at Abe Hubert Elementary School to Nutrition I at Charles Stones Intermediate Center
- Rachell Dela Cruz from Paraprofessional III at Charles O. Stones Intermediate Center to Paraprofessional III at Garden City High School
- Amber Delinger from Paraprofessional II at Florence Wilson Elementary School to Teacher Apprentice at Florence Wilson Elementary School
- Brissa Ensastegui Moncada from Paraprofessional III at Garden City Achieve to Paraprofessional I at Alta Brown Elementary School
- Martina Glaze from Nutrition II at Garden City High School to Nutrition IV at Garden City High School
- Kirsten Gomez from Paraprofessional II at Alta Brown Elementary School to Paraprofessional III at Therapeutic Education Program
- Catalina Gardea from Nutrition I at Kenneth Henderson Middle School to Nutrition I at Charles Stones Intermediate Center
- Valentin Hernandez II from Paraprofessional I - Library at Georgia Matthews Elementary School to Paraprofessional I at Georgia Matthews Elementary School
- Latasha Jackson from Paraprofessional I at Alta Brown Elementary School to Paraprofessional I at Buffalo Jones Elementary School
- Ma Juarez Castillo from Nutrition I at Garden City High School to Nutrition III at Garden City High School
- Rufina Hinojos from Para II at Garfield Early Childhood Center to Parent Educator at Garfield Early Childhood Center
- Maria Lara Juarez from Nutrition I Horace Good Middle School to Nutrition I at Alta Brown Elementary School
- Gabriela Lemus Melendez from Paraprofessional II (0.5) at Garfield Early Childhood Center to Paraprofessional I at Victor Ornelas Elementary School
- Jacqueline Linares from Paraprofessional II (0.5) Alta Brown Elementary School to Paraprofessional I at Alta Brown Elementary School
- Leonard Lopez from Paraprofessional III at Garden City High School to Paraprofessional III at Charles O. Stones Intermediate Center
- Irene Marquez Paraprofessional II from Kenneth Henderson Middle School to Paraprofessional II at Charles O. Stones Intermediate Center
- Sofia Mendoza from Office Assistant II at Jennie Barker Elementary School to Office Assistant II at Garden City Achieve
- Elizabeth Murillo Cerantes from Paraprofessional I at Horace Good Middle School to Paraprofessional III at Therapeutic Education Program
- Guadalupe Palomino Baca from Paraprofessional II at Buffalo Jones Elementary School to Parent Educator at Garfield Early Childhood Center
- Maria Perez from Paraprofessional I at Garfield Early Childhood Center to Paraprofessional II at Garfield Early Childhood Center
- Maribel Renteria from Nutrition I at Horace Good Middle School to Nutrition I at Garden City High School
- Abby Rodriguez from Office Assistant I at Victor Ornelas Elementary School to Office Assistant II at Florence Wilson Elementary School

- Yadhira Ruiz from Nutrition I at Garden City High School to Nutrition II at Jennie Barker Elementary School
- Noelia Saldana from Nutrition II at Jennie Barker Elementary School to Nutrition III at Edith Scheuerman Elementary School
- Meric Steinwand from Nutrition I at Horace Good Middle School to Paraprofessional III at Therapeutic Education Program
- Gabriela Urena from Paraprofessional I at Garfield Early Childhood Center to Paraprofessional II at Buffalo Jones Elementary School

Other:

Drew Thon, Deputy Superintendent requested the following for SY 26-27:

- Open Three (3) 1.0 FTE Paraprofessional I (Kindergarten) positions at Alta Brown Elementary School
- Open Three (3) 1.0 FTE Paraprofessional I (Kindergarten) positions at Florence Wilson Elementary School
- Open Three (3) 1.0 FTE Paraprofessional I (Kindergarten) positions at Victor Ornelas Elementary School
- Open Two (2) 1.0 FTE Paraprofessional I (Kindergarten) positions at Abe Hubert Elementary School
- Open Two (2) 1.0 FTE Paraprofessional I (Kindergarten) positions at Buffalo Elementary School
- Open Two (2) 1.0 FTE Paraprofessional I (Kindergarten) and One (1) 1.0 FTE Intervention Paraprofessional positions at Jennie Wilson Elementary School
- Open Two (2) 1.0 FTE Paraprofessional I (Kindergarten) positions at Edith Scheuerman Elementary School
- Open One (1) 1.0 FTE Paraprofessional I (Kindergarten) position at Jennie Barker Elementary School
- Open One (1) 1.0 FTE Paraprofessional I (Kindergarten) position at Plymell Elementary School
- Open One (1) 1.0 FTE Paraprofessional I (Kindergarten) position at Georgia Matthews Elementary School
- Open One (1) 1.0 FTE Paraprofessional I (Kindergarten) position at Gertrude Walker Elementary School

LeeAnn Thon, HR Coordinator requested the following for SY 26-27:

- Open Two (2) 1.0 FTE Parent Educator Positions at Garfield Early Childhood Center

Gina Galpin, Director of Special Education, requested the following for SY 26-27:

- Close One (1) 1.0 FTE Paraprofessional I position at Plymell Elementary School
- Open: One (1) 1.0 FTE Paraprofessional I position at Bernadine Sitts Intermediate Center
- Open: One (1) 1.0 FTE Paraprofessional II position at Bernadine Sitts Intermediate Center

Correction to Classified Actions (7/13/26):

- Close One (1) 1.0 FTE Paraprofessional I position at Bernadine Sitts Intermediate Center. The item incorrectly stated OPEN and should have read CLOSE**.**

F.4. **Other**

F.4.a. Board of Education Standards for the 2026-27 School Year

F.4.b. ANNUAL REORGANIZATION

F.4.b.i. Appointment of Board Clerk, Deputy Board Clerk, Treasurer and Attorney —

- Board Clerk: Jennifer Ramos
- Deputy Board Clerk: Sylvia Ramos
- Treasurer: Trudy Bogle

- Attorney: Jennifer Cunningham - Morris Laing Law Firm

F.4.b.ii. Designation of the official newspaper and depositories.

F.4.b.iii. Appointed the following program coordinators:

- Title I Coordinator – Steve Nordby
- Title VI and Title VII Coordinator – Drew Thon
- Title VIB Coordinator – Gina Galpin
- Title IX Coordinator –Drew Thon
- Section 504 Coordinator – Gina Galpin
- ADA Coordinator – Drew Thon
- Homeless Coordinator – Monica Diaz
- Foster Care Contact – Steve Nordby

F.4.b.iv. Appointed Representatives for the Nutrition Services Program and KPERS – appoint Jill Reagle as representative for the School Lunch Program and Rebecca Partin as representative for the Kansas Public Employees Retirement System for the fiscal year 2026-27.

F.4.b.v. Appointed District Attendance Officers – appoint the three Youth (Truant) Officers and the Principals, Associate Principals and Admin Interns of each elementary, intermediate and secondary schools as Attendance Officers for USD 457 for the 2026-27 school year.

F.4.b.vi. Appointed Hearing Officer for Free and Reduced-Price Meal Application Appeals – appoint Jessica Nothern as hearing officer for free and reduced-price meal application appeals.

F.4.b.vii. Appointed Freedom of Information Officer and records custodians as per Board Policy CN – Public Records – appoint Roy Cessna, Public Information Coordinator, as the Freedom of Information Officer. The clerk is designated as the official custodian of all board records maintained by the district. The superintendent is designated as the official custodian of all district office records maintained by the district. Each building principal and/or program director is designated as the official custodian of all records established and maintained at the building level or other appropriate site.

F.4.b.viii. Appointed a Manager of Gate Receipts - appoint Matthew Bayer, District Athletic/Activity Director, as manager of gate receipts.

F.4.b.ix. Appointed Hearing Appeal Officers – appoint all Board of Education members as potential hearing appeal officers and grant authority to the Board President to appoint appeal panels, as needed.

F.4.b.x. Recognized the collective bargaining unit for the 2027-28 school year – recognize the Garden City Education Association as the collective bargaining unit for the 2027-28 school year.

F.4.b.xi. Adopted a Resolution to Establish Board of Education Regular Meeting Dates

F.4.b.xii. Adopt a Resolution Waiving the Requirements of Accounting and Auditing on the basis of generally accepted accounting principles and fixed asset accounting for fiscal year 2026-27.

F.4.b.xiii. Adopted a Resolution to Establish Petty Cash Accounts and Limits

F.4.b.xiv. Adopted a Resolution to Establish a Student Activities Fund

F.4.b.xv. Adopted a Resolution for 1,116-hour school term.

F.4.b.xvi. Adopted a Resolution to Establish Home Rule.

F.4.b.xvii. Adopted a Resolution to provide early payment of district bills.

F.4.b.xviii. Adopted a Resolution Rescinding Policy Actions found in the minutes of this Board of Education prior to June 30, 2026, and adopt the written policies as presented and recommended by the Superintendent of Schools to govern USD 457 during the 2026-27 school year, subject to periodic review, amendment, and revisions by the Board of Education.

F.4.b.xix. Adopted a resolution to appoint hearing officers/committee members to hear extended-term suspension/expulsion due process hearings.

F.4.b.xx. Adopted a Resolution for Destruction of Records

F.4.c. Ratification of the Negotiated Agreement

F.4.d. Approved the revised 2026-27 District Calendar.

F.4.e. Approved the Dual Credit Cooperative Agreement between Garden City Community College and Unified School District #457, Garden City Public Schools for Enrollment of Secondary Students for the 2026-2027 school year.

F.4.f. Approved the updated Memorandum of Understanding (MOU) agreement between USD 457 Compass Behavioral Health for 2026-2027.

F.4.g. Approved the updated Memorandum of Understanding (MOU) between the Finney County (FICO) Jail and USD 457 for special education services that will be provided to 18–21-year-olds housed at the FICO Jail for 2026-2027.

F.4.h. Approved the Certified Physical Therapist Services Agreement between USD 457 and Jessica King for 2026-2027.

F.4.i. Approved a Board of Education Policy title change from JCDBC Student Personal Electronic Communications Devices to JCDC Student Personal Electronic Communications Devices to align with KASB. The former policy, JCDBC Personal Electronic Communication Devices, is now obsolete.

G. **BOARD REPORTS**

G.1. **Budget Update** Jessica Nothern, Chief Financial Officer, presented brief information regarding the Revenue Neutral Rate for 2026-27. She stated that the district does not intend to exceed the RNR for FY27's budget. Therefore, no RNR hearing will be needed this year.

H. **NEW BUSINESS**

H.1. **Board Committee Assignments** Josh Guymon, Superintendent, spoke briefly about Board Committee Assignments and passed around a sign-up sheet.

H.2. **The Board of Education is asked to consider and approve the contract with The New Teacher Project (TNTP) to work with Abe Hubert Elementary School for Targeted Support for Improvement (TSI) to increase student achievement. (First Read, action requested)** Gina Galpin, Director of Special Education, presented brief information regarding the proposal.

Board members' questions were answered. The following action was taken.

Action(s):

I move to approve the contract with The New Teacher Project (TNTP) to work with Abe Hubert Elementary School for Targeted Support for Improvement (TSI) to increase student achievement. This motion, made by Randy Ralston and seconded by Rebecca Swender, Carried.

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

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

H.3. **The Board of Education is asked to consider approve the implementation of 6th grade intramurals at Bernadine Sitts and Charles Stones Intermediate Centers in Partnership with Blue Cross Blue Shield and the Pathways to a Healthy Kansas Initiative Grant and adopt A RESOLUTION AUTHORIZING THE SUPERINTENDENT TO TAKE ACTIONS NECESSARY TO COMPLETE MINIMUM REQUIREMENTS MAKING THE UNIFIED SCHOOL DISTRICT 457 GARDEN CITY PUBLIC SCHOOLS ELIGIBLE TO RECEIVE A NONCOMPETITIVE IMPLEMENTATION GRANT FOR THE PATHWAYS TO A HEALTHY KANSAS YOUTH PHYSICAL ACTIVITY PACKAGE. (First Read)** Steve Nordby, Assistant Superintendent spoke briefly about the proposal and introduced Callie Dyer, Executive Director, Live Well Finney County, they presented the following.

- Garden City Public Schools (USD 457), in partnership with LiveWell Finney County and the Blue Cross and Blue Shield of Kansas Pathways to a Healthy Kansas Initiative, proposes the implementation of a comprehensive after-school intramural program designed specifically for sixth-grade students attending Bernadine Sitts Intermediate Center and Charles Stones Intermediate Center.
- The program will provide structured, no-cost physical activity opportunities that increase access to exercise. The program is intended to reduce barriers that often prevent youth participation in traditional sports, including cost, transportation, skill level, and limited opportunities for recreational play.

  Nathan Haeck arrived to the meeting at 6:43 PM.

  Board members' questions were answered. This was a first reading; the item will be on the consent agenda for approval at the next regular meeting.

H.4. **The Board of Education is asked to consider and approve a bid to re-roof areas G & J at Horace Good Middle School — DV Douglass in the amount of $258,300.00. (First Read)** Brandon Anderson, Director of Plant Facilities, presented the bid information.

Board members' questions were answered. This was a first reading; the item will be on the consent agenda for approval at the next regular meeting.

H.5. **The Board of Education is asked to consider and approve a Scope of Work (SOW) proposal for the Core Facilities Conditions Assessment (FCA) for Garden City Public School District #457 Campuses - FMX in the amount of $129,332.77. (First Read)** Brandon Anderson, Director of Plant Facilities, presented information about the proposal.

Board members' questions were answered. No action was taken.

Superintendent Guymon requested to have the item on the agenda as Unfinished Business at the next regular meeting in order to provide more information to the Board.

H.6. **The Board of Education is asked to consider and approve authorization for Jessica Nothern, Chief Financial Officer, to apply for and administer credit card accounts through Dream First Bank for the purpose of managing and supporting Student Fund Activities.** Jessica Nothern, Chief Financial Officer, presented the following.

Formal request for Board authorization is being made to apply for and administer credit card accounts through Dream First Bank for Student Fund purposes, with a combined monthly credit limit not to exceed $100,000. Dream First's credit card company requires formal Board authorization before the application can be approved. This authorization is a standard requirement of the bank and does not represent a change in district purchasing authority or financial controls.

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

Action(s):
I move that the Board of Education authorize Jessica Nothern, Chief Financial Officer, to apply for and administer credit card accounts through Dream First for the purpose of managing and supporting Student Fund activities. The authorization shall include a combined monthly credit limit not to exceed One Hundred Thousand Dollars ($100,000) per month, subject to all applicable district purchasing policies, internal controls, and audit requirements. This motion, made by Randy Ralston and seconded by Jacob Jenkins, Carried.

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

Voting Summary: Yea: 7, Nay: 0

H.7. **The Board of Education is asked to consider and approve the following revised Board of Education policies (First Read)** Drew Thon, Deputy Superintendent, presented brief information in regard to policy revisions recommended by the Kansas Association of School Boards.

H.7.a. CCA Organizational Chart
H.7.b. DFE Investment of Funds
H.7.c. EBBE Emergency Drills
H.7.d. EE Food Services
H.7.e. GAAC Sex-Based Discrimination (revised-name change)
H.7.f. JB Attendance Records
H.7.g. JBC Enrollment
H.7.h. JBCC Enrollment of Nonresident Students
H.7.i. JBD Absences and Excuses
H.7.j. JGEC Sex-Based Discrimination (revised- name change)
H.7.k. JGFGA Administration of Emergency Opioid Antagonists
H.7.l. JGFGBA Student Self-Administration of Medication
H.7.m. JQKA Foreign Exchange Student
H.7.n. JRB Release of Student Records

Rebecca Swender left the meeting room at 7:31 p.m. and returned at 7:33 p.m.

Board members' questions were answered. This was a first reading; the item will be on the consent agenda for approval at the next regular meeting.

I. **BOARD OPEN DISCUSSION**

- **Randy Ralston** congratulated the newly elected President and Vice President. He thanked the public participants for their comments. He thanked Gina Galpin for pursuing the grant for TNTP to continue working with the district. He also stated that the LiveWell grant for Intermediate Intramurals was a step in the right direction.
- **Rebecca Swender** thanked the outgoing President and Vice President for their service to the Board and congratulated the newly elected officers. She stated that she is excited about the TNTP program continuing through the grant. She stated she is also excited about the news on the RNR and being able to give the taxpayers just a little break. She also stated that in regard to the FMX proposal, she would take a deep dive into that and gather more information in order to make a decision.
- **Katie Cole** thanked the public participants for their comments. She stated she is glad to see the roof repairs being done at Horace Good. She thanked the outgoing President and Vice President and congratulated the newly elected officers.
- **Nathan Haeck** thanked staff for their hard work during the summer months. He also thanked the Board for the opportunity to serve as Vice President. He also stated that he appreciated hearing the Budget Report from Jessica Nothern and the news on the RNR.
- **Robin Bergkamp** thanked the outgoing President and Vice President and wished good luck to the newly elected officers. She stated that meetings like tonight are a reminder of the scope that their job encompasses when you look at the different topics that were covered.
- **Mark Hinde** thanked Randy Ralston for his time served as president. He thanked the Board for the opportunity to serve as President. He stated that he would like more information on the subject of the public comments regarding ICE and immigration. He also thanked staff for their hard work and thanked everyone for their presentations.
- **Jacob Jenkins** thanked Randy Ralston and Mark Hinde for their time serving as officers. He stated that he is excited to see the data from the schools working with TNTP. He also thanked the Leadership Team for their hard work.
- **Josh Guymon** thanked Randy Ralston for his time serving as president. He welcomed the newly elected officers to their new roles. He invited the Board to attend the Back-to-School Convocation on August 11th. He also informed the Board of the KASB Annual Convention taking place in Wichita in November and encouraged anyone who is able to attend.

J. **NEXT BOARD MEETING -** The next regular meeting of the Board of Education will take place on July 30, 2026, at 5:00 PM in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.

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

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

Action(s):

Mr. President, I move we go into executive session for 15 minutes, to discuss contractual obligations with an attorney, pursuant to the exception for matters which would be deemed privileged in the attorney-client relationship under KOMA beginning at 7:50 PM. and the open meeting will resume in the Board Meeting Room at 8:05 PM. I would like to invite Josh Guymon, Jennifer Cunningham, Drew Thon, Steve Nordby and Jessica Nothern to join us in executive session. This motion, made by Randy Ralston and seconded by Robin Bergkamp, Carried.

Bergkamp:	Yea
Cole:	Yea

Haeck: Yea
Hinde: Yea
Jenkins: Yea
Ralston: Yea
Swender: Yea
Voting Summary: Yea: 7, Nay: 0

The open meeting resumed in the board meeting room at 8:05 PM. No action was taken.

L. 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 8:08 P.M. This motion, made by Randy Ralston and seconded by Jacob Jenkins, Carried.

Bergkamp: Yea
Cole: Yea
Haeck: Yea
Hinde: Yea
Jenkins: Yea
Ralston: Yea
Swender: Yea
Voting Summary: Yea: 7, Nay: 0

Respectfully submitted,

Jennifer Ramos, Clerk

Approved:

Mark Hinde, President

BOARD OF EDUCATION

Certified Personnel Actions

July 30, 2026

APPOINTMENTS:

Teresa Arvizu, Garden City, Kansas, is recommended for an English language arts position at Horace Good Middle School. She is a former USD 457 teacher with three years of experience.

Loribet Morales-Resendiz, Garden City, Kansas, is recommended for a second grade position at Victor Ornelas Elementary School. She is a former USD 457 teacher with two years of experience.

BOARD OF EDUCATION

Addendum to Certified Personnel Actions

July 30, 2026

TUITION REIMBURSEMENT AGREEMENT:
Jannel Varela-Marquez – Master's Degree

STUDENT TEACHER AGREEMENT:
Tiffany Jennings-Skinner – Newman University

BOARD OF EDUCATION

Addendum to Certified Personnel Actions (2)

July 30, 2026

APPOINTMENTS:

Heather Ball, Atchison, Kansas, is recommended for an adaptive/interrelated position at Charles Stones Intermediate Center. She is a former USD 457 teacher with twenty one years of experience.

Savannah Foster, Garden City, Kansas, is recommended for a third position at Florence Wilson Elementary School. She is a former USD 457 teacher with three years of experience.

BOARD OF EDUCATION

Classified Personnel Actions

July 30, 2026

RETIREMENTS	POSITION	BUILDING	DATE
Diane Dickson	Paraprofessional II	Alta Brown Elementary School	5/21/2026

RESIGNATIONS	POSITION	BUILDING	DATE
Elijah English	Paraprofessional III	Abe Hubert Elementary School	5/21/2026
Alma Carrillo	Paraprofessional III	Charles Stones Intermediate Center	5/21/2026
Lauren Curtis	Paraprofessional I	Abe Hubert Elementary School	5/21/2026
Phon Huber	Paraprofessional I	Florence Wilson Elementary School	5/21/2026
Daniela Ramos Solis	Paraprofessional III	Abe Hubert Elementary School	5/21/2026
Jose Gonzalez-Mendoza	Paraprofessional I	Kenneth Henderson Middle School	5/29/2026
Blanca Sotelo-Lara	Paraprofessional II	Garfield Early Childhood Center	6/18/2026
Kelsey Estrada	Small Fleet Driver	Transportation	6/29/2026

ASSIGNMENTS	POSITION	BUILDING	DATE
Fathia Abdi	Translator	Educational Support Center	7/13/2026
Marlene Hernandez	Office Assistant I	Gertrude Walker Elementary School	7/20/2026
Nalley Nieto	Office Assistant II	Garden City High School	7/20/2026
Charlene Pineda-Prichardo	Office Assistant I	Alta Brown Elementary School	7/20/2026
Giselle Ponce	Office Assistant I	Victor Ornelas Elementary School	7/20/2026
Michael Wise	Technology I	Kenneth Henderson Middle School	7/27/2026
Andrea Reyes	Office Assistant I	.5 Charles Stones/.5 Bernadine Sitts Intermediate Centers	7/27/2026
Rileigh Carr	Teacher Apprentice	Victor Ornelas Elementary School	8/7/2026

TRANSFERS	FROM	TO	DATE
Karen Lopez	Paraprofessional III Garden City High School	Paraprofessional III Charles Stones Intermediate Center	8/7/2026
Sally Villegas	Office Assistant II Transportation	Administrative Specialist I Transportation	7/24/2026

NOTES: Jill Reagle, Director of Nutrition Services Request the following for the 2026-27 school year:

- Close one Nutrition 1 Position at Edith Scheurman Elementary
- Close one Nutrition 1 position at Abe Hubert Elementary
- Move one Nutrition 1 position from Victor Ornelas Elementary to Horace Good Middle School

BOARD OF EDUCATION

REVISED

Classified Personnel Actions Addendum

July 30, 2026

RESIGNATIONS	POSITION	BUILDING	DATE
Cherlyn Suderman	Paraprofessional I	Bernadine Sitts	5/21/2026
John Mathews	Grounds I	Plant Facilities	8/10/2026

SAT Handbook Changes-

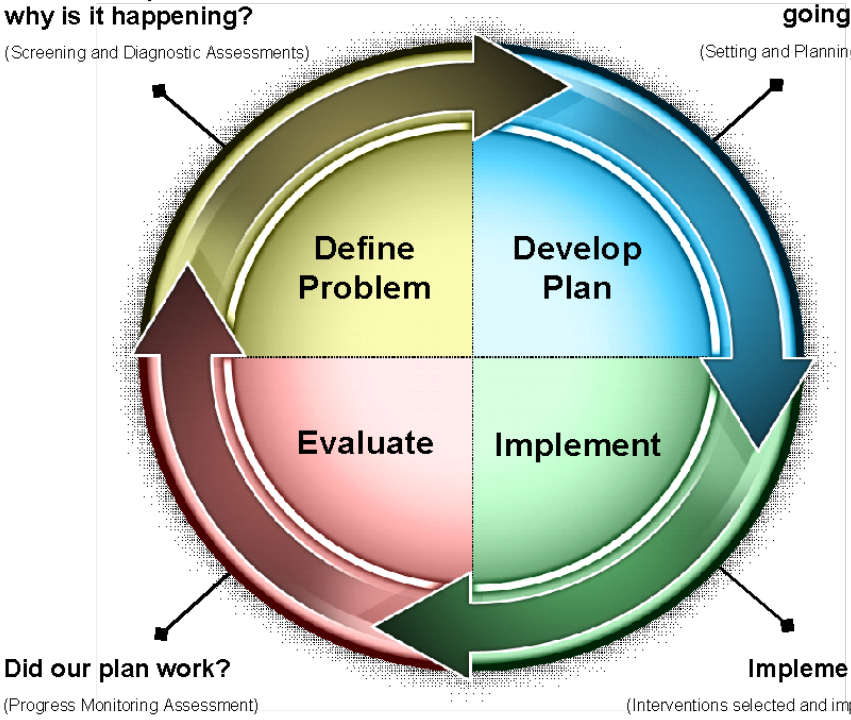
Dates throughout 2025-26 to 2026-27
Page 7 update Tier I SEL programs verbage Graphic
New Pg 20-28 Promotion and Retention Addition to Handbook

Student Assistance Team (SAT) Handbook

2025 - 26

GARDEN CITY
PUBLIC SCHOOLS

The SAT Problem-Solving Process



Student Assistance Team (SAT) Handbook

School Year 2025-2026
Revision Date: 05/29/2025
Board of Education Approval Date:

All previous editions are obsolete.

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What is SAT?

SAT, which stands for Student Assistance Team, is a ***GENERAL EDUCATION*** process that is designed to address the needs of ALL students in the following areas: *Academic, Social-Emotional,* and *Behavioral.*

SAT should ***not*** be viewed only as a special education referral process; emphasis should be on early intervention for all students who are struggling in one or more of the areas listed above. SAT should also *not* be viewed as only a place to write up an ILP; SAT can be a place to go to, for brainstorming ideas for students who are struggling.

An ILP does not need to be written for all students receiving interventions. For example a student could receive interventions listed on the district intervention protocol list. If the student is making progress an ILP does not need to be written. Continue to progress monitor the student to ensure growth. When interventions and accommodations are no longer successful and a more intense intervention is needed the SAT team can help provide more strategies and next steps. This can lead to the writing of an ILP and potentially a special education referral.

What is the Purpose SAT?

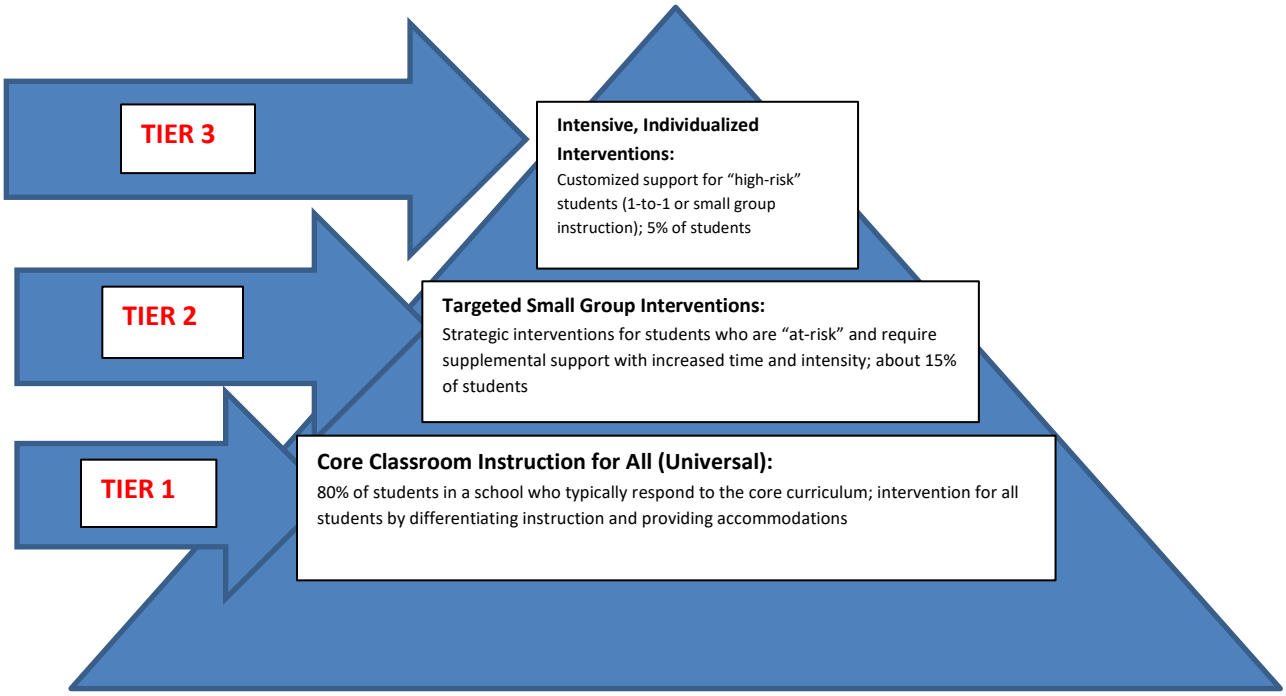
The purpose of SAT is to support the progress of students struggling with the general education curriculum, despite the use of differentiated instruction and universal interventions. The members of SAT may help develop **Tier 2** interventions for "at-risk" students who are not responding to the Tier 1 (universal) interventions that all students receive. These students typically need supplemental, strategic, and/or individualized supports. **Tier 3** interventions are for "high-risk" students who are not responding to the Tier 2 interventions. These students require more individualized supports, intensive interventions, and oftentimes one-to-one instruction.

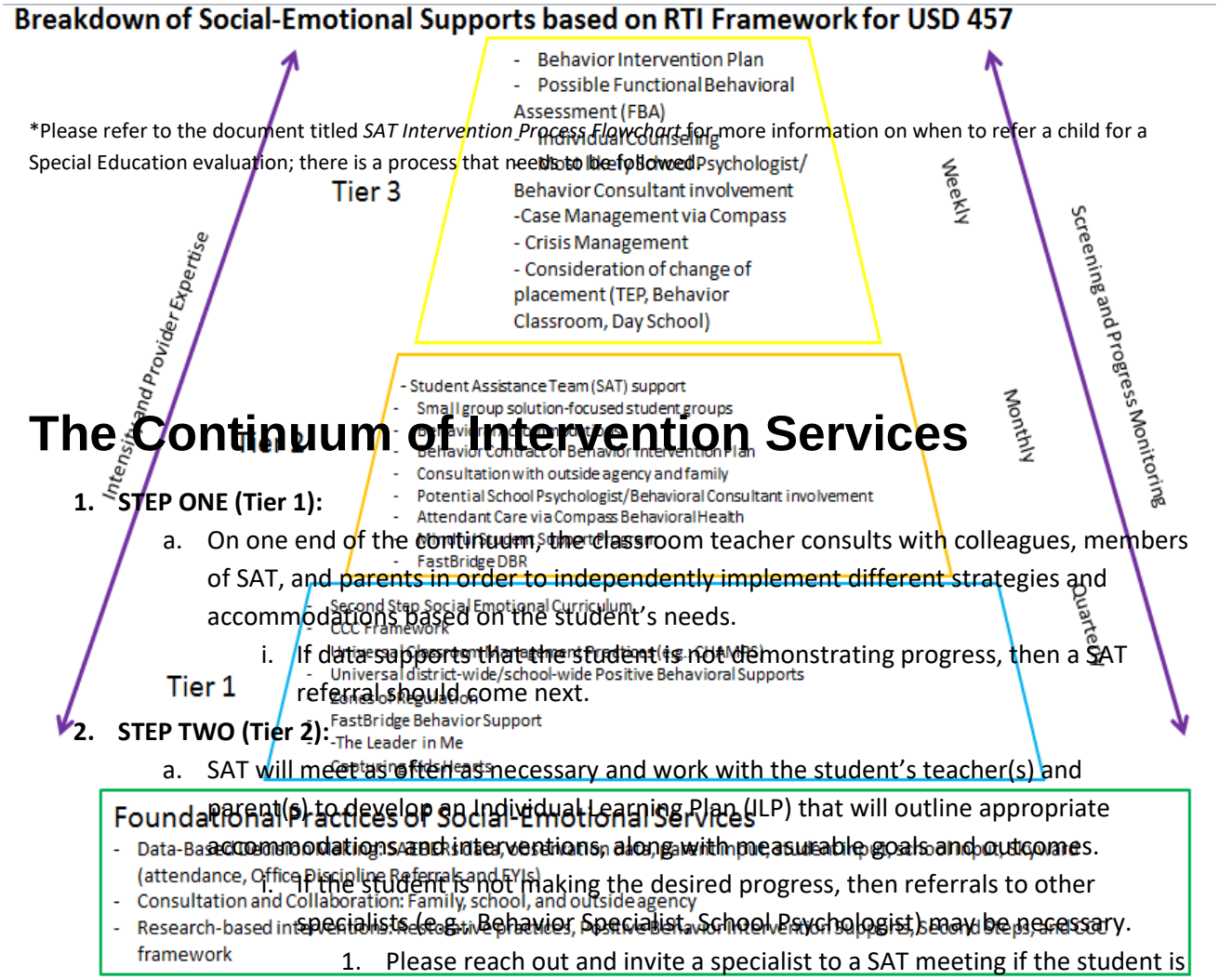
Please note: Tier 3 is ***not*** meant to serve as an automatic referral for a special education evaluation. Rather, it is an intensive, individualized intervention in the general education environment that must be developed, implemented, and revised (as needed) in conjunction with data collection and progress monitoring.

SAT vs ESOL

If a student is identified as ESOL they will have an ILP that addresses academic achievement and most academic needs should be met through that ILP. Students who only have an ESOL ILP should NOT be flagged as SAT. If it is determined that an ESOL student needs additional SAT services for academic goals in anticipation of a possible special education referral, both Learning Plans should be aligned. However, if the student needs behavioral support they will need both a ESOL ILP to address academic goals and a SAT ILP to address behavior needs.

SAT Tiers:


TIER 3
Intensive, Individualized Interventions:
Customized support for "high-risk" students (1-to-1 or small group instruction); 5% of students
TIER 2
Targeted Small Group Interventions:
Strategic interventions for students who are "at-risk" and require supplemental support with increased time and intensity; about 15% of students
TIER 1
Core Classroom Instruction for All (Universal):
80% of students in a school who typically respond to the core curriculum; intervention for all students by differentiating instruction and providing accommodations



The Continuum of Intervention Services

*Please refer to the document titled *SAT Intervention Process Flowchart* for more information on when to refer a child for a Special Education evaluation; there is a process that needs to be followed

1. **STEP ONE (Tier 1):**
    a. On one end of the continuum, the classroom teacher consults with colleagues, members of SAT, and parents in order to independently implement different strategies and accommodations based on the student's needs.
        i. If data supports that the student is not demonstrating progress, then a SAT referral should come next.
2. **STEP TWO (Tier 2):**
    a. SAT will meet as often as necessary and work with the student's teacher(s) and parent(s) to develop an Individual Learning Plan (ILP) that will outline appropriate accommodations and interventions, along with measurable goals and outcomes.
        i. If the student is not making the desired progress, then referrals to other specialists (e.g., Behavior Specialist, School Psychologist) may be necessary.
            1. Please reach out and invite a specialist to a SAT meeting if the student is not making adequate progress and additional support is needed.
3. **STEP THREE (Tier 3):**
    a. SAT continues to meet as often as necessary and reviews the Tier 2 and Tier 3 intervention data. If the student is not making sufficient progress and/or is regressing, then more individualized interventions and supports may be needed with continued data collection and progress monitoring, write an ILP.
        i. This process should take place *FIRST* before referring a student for a special education evaluation.
    b. If the student is still not making sufficient progress and/or is regressing, despite intensive Tier 3 interventions and supports, then a referral for an initial special education evaluation can be made to the School Psychologist who will then review the SAT file and data accordingly.

i. If the referral for an initial special education evaluation is approved by the School Psychologist, then a final approval for an initial referral will be made by the Director of Special Education.
ii. **Note:** There are exceptions to every rule (e.g., a parent request for an evaluation, administrative decisions to "fast track" the student based on their level of need, etc.). Please refer to the special education Process Handbook for more information.

c. **IMPORTANT:** If a parent writes a letter requesting a special education evaluation and the student is not yet in SAT, then he/she should be immediately referred to SAT by the building principal and parents should be notified.
i. **SAT** should **NOT** be bypassed!
ii. Parent requests for a special education evaluation should be in writing and sent to the School Psychologist who is assigned to your building, as written requests will no longer be directly sent to the Director of Special Education for initial review/approval.

NOTE: If a student goes through a special education evaluation and is ***not*** found eligible to receive special education and related services, then continued monitoring **should occur** through SAT with revised accommodations, interventions, and supports, along with measurable goals and outcomes.

Extra note: If a child is dismissed from special education, they may be referred back to SAT to continue receiving appropriate accommodations and/or interventions; data collection and progress monitoring should continue as well.
**It is the responsibility of the special education case manager who attended the IEP dismissal meeting to refer the student back to SAT.*
*An ILP should be completely rewritten each year if a student needs continued support.

Definitions

Accommodations are tools and procedures in the areas of presentation, response, setting, and timing/scheduling that provide equitable access during instruction and assessments for all students. Accommodations do not reduce learning expectations; they provide access.

Accommodations are generally grouped into the following categories:

- **Presentation Accommodations**—Allow students to access information in ways that do not require them to visually read standard print. These alternate modes of access are auditory, multi-sensory, tactile, and visual. Examples: repeat directions, read aloud, use of larger bubbles on answer sheets, etc.

- **Response Accommodations**—Allow students to complete activities, assignments, and tests in different ways or to solve or organize problems using some type of assistive technology. Examples: mark answers in a book, use reference aids, point, use of computer, etc.

- **Timing/Scheduling Accommodations**—Increase the length of time to complete a test or assignment and/or change the way the time is organized. Examples: extended time, frequent breaks, etc.

- **Setting Accommodations**—Change the location in which a test or assignment is given or the conditions of the assessment setting. Examples: study carrel, special lighting, separate room, etc.

Interventions

- **Scientifically based research** (interventions/strategies) is defined in the NCLB legislation as "research that involves the application of rigorous, systematic, and objective procedures to obtain reliable and valid knowledge, relevant to education activities and programs." (NCLB, 2002)

  To say that an instructional program or practice is grounded in scientifically based research means there is reliable evidence that the program or practice works. For example, to obtain reliable evidence about a reading strategy or instructional practice, an experimental study may be done that involves using an experimental/control group design to see if the method is effective in teaching children to read.

Accommodations, Strategies and Intervention Websites

District Reading Protocol

www.interventioncentral.com includes interventions related to:

- General Academic Strategies
- Reading Fluency and Comprehension
- Math
- Writing
- Studying and Organization
- Classroom Management
- Behavior Interventions
- Making Rewards Work

Need Ideas?

Each school has a variety of resources that can be used for classroom intervention purposes. Listed below are some recommended books that offer strategies.

Reading

Improving Reading: *A Handbook of Strategies* by Jerry Johns and Susan Lenski.
(Each school should have several copies of this book. Check with your communications Instructional Leader.)

Learning and Behavior

Pre-Referral Intervention Manual (PRIM) by Stephen B. McCarney, Kathy Cummins Wunderlich and Angela Bauer. (Excellent resource to use with all students to individualize instruction.)

Behavior

Behavior Intervention Manual by Sam House. (Each SAT has a copy of this).

Behavior Support Guide Link

USD 457 Behavior Policy Charts Pre-K - 2

USD 457 Behavior Policy Charts Grades 3 - 6

USD 457 Behavior Policy Charts Grades 7 - 12

ACCOMMODATIONS VERSUS INTERVENTIONS

ACCOMODATIONS: An accommodation eliminates obstacles that would interfere with a student's ability to perform or produce at the same standard of performance that is expected of general education students.

Think of this: Accommodations are *changes* to the classroom structure, both organizationally and instructionally, that allows a student *to participate*.

Examples of accommodations include, but are not limited to:

- Reading a test aloud to the student (w/ no additional help)
- Allowing extra time to take the same test or complete the same assignments as other general education peers
- Breaking down work into small segments but still expecting all segments to be completed
- Preferential seating
- Short breaks between lessons

Note: In many cases, students simply need accommodations, not interventions, in order to make progress and overcome their academic, social-emotional, and/or behavioral obstacles in the general education environment.

INTERVENTIONS: An intervention is a specific skill-building strategy that is implemented and monitored in order for a student to achieve adequate progress in a specific area and improve a targeted skill. This often involves changing instruction or providing *additional* instruction to a student in the area of academic, social-emotional, and/or behavioral difficulty.

Think of this: Interventions are additions to the curriculum that are designed to help a student make progress towards benchmarks; they teach the student a new *skill* or *strategy* to use when applying a particular skill.

Examples of approved intervention programs in our district can be found in the Curriculum Council Handbook linked below.

Curriculum Council Handbook

2025-26 KAP Accommodation Resources

Link to KAP Accommodation Resources

· *Individual Testing Accommodation Plan*

· *Enter Individual Student Testing Accommodation Plans in Illuminate at least two weeks prior to testing window opening.*

· *Kansas How to Select Administer and Evaluate Accommodations for Instruction and Assessment of All Students*

· *PNP Planning Tool for Kansas Assessment Program*

· *Print Disabilities and the Consideration for Accommodations*

· *Tools and Accommodations for the Kansas Assessment Program*

MTSS Tiered District Protocol for all grades

Click This Link

PHILOSOPHY

Educators, community members and parents can generate higher levels of student achievement and can increase success by connecting students with the resources they need to succeed.

MISSION

To create a problem solving approach that brings together different programs, disciplines, and resources to maximize students' achievement and resiliency so that they can become productive and responsible citizens in a changing society.

CRITERIA FOR STUDENT ASSISTANCE TEAMS

Supplemental pay for Student Assistance Teams is determined through certified negotiations. Number of team members for elementary schools will be based on building population. See chart below for number of team members for secondary and intermediate centers. Teachers and counselors are eligible for supplemental pay when they participate in the Student Assistance Team, administrators and school psychologists are not.

Team numbers will be as follows:

100-200 students	2 team members
201-400 students	4 team members
401-600 students	6 team members
Intermediate Centers	6 team members
Middle Schools	6 team members
High School	10 team members

Elementary and Secondary Schools

- Every building will have at least one Student Assistance Team.
- At the discretion of the building principal, team members will be released from all other building duties during the time they serve on a SAT.
- Teams will meet weekly unless there are no referrals.
- The principal may assign other staff.

- Teams will decide among themselves who to assign* to the following:
  - Contact Person
  - Facilitator
  - Coordinator
  - Information gatherer - *(always assigned to referring teacher)*
  - Data/Evaluation Coordinator
  - Marketing Coordinator
  - Resource Coordinator
  - Case Manager

* Team members may have more than one role.

STUDENT ASSISTANCE TEAM JOB DESCRIPTION

- ILPs rewritten every year.
- SAT monitors accommodation sheets.
- Professional attendance at SAT meetings is required and will be monitored by the SAT contact person and the building principal.
- SAT is responsible for sending parent letters for each of the following:
  - Initial teacher referral to SAT
  - ILP placement
  - ILP Exit
- The SAT will write ILPs and monitor interventions or assist others at the building site with ILPs and interventions. These will be written in collaboration with teachers, principals, students and parents.
- The SAT will coordinate the Special Education referral process.
- Documentation and record keeping of information in student SAT files in EduClimber is the responsibility of the SAT.
- The SAT will make copies of ILPs and 504s as needed for staff and parents.
- The SAT is responsible for tracking ILPs and informing the principal of students who might benefit from placement in a special program (e.g., School within a School, CORE, Applied Academics, etc.).

SAT SITE DECISIONS

- Identify SAT members.
- Establish meeting schedules.
- Determine SAT target group in order to assure a manageable caseload.
- Determine a workable plan in the building for managing active cases among the SAT Members.
- Develop a timeline for responsive case management.
- Determine the procedure for flagging students in Skyward, and tagging students in EduClimber.

NOTE: The SAT must be notified of all discontinued ILPs.

SAT ORGANIZATIONAL PLAN

Getting the School Year Started

1. Send a list of team members and their roles (p. 13) to Curriculum Coordinator, Office of Learning by September 15th. Please indicate who the contact person will be.
2. Establish Norms (pg. 12).
3. Review SAT Handbook.
4. Plan and implement training for teachers.
5. Distribute active ILPs and accommodation sheets to current teachers/teams within the first two weeks of school.
6. By the end of September, distribute feedback form to teachers/teams for each active ILP, to be returned one week later.

Playing an Active Role

1. Monitor active ILPs.
2. Problem-solve new referrals to SAT.
3. Serve as a resource for specific interventions as needed (including but not limited to: accessing community resources, staff development and developing academic/behavioral strategies).
4. Assist in writing of new ILPs.
5. Make appropriate parent notification.
6. Maintain SAT Tracking form or computer database.

Ending the Year

1. Update files in EduClimer
2. Ensure that students with active ILPs are recorded on Skyward.
3. Complete end of year check out sheet.
4. Ensure students are flagged in Skyward, and tagged in EduClimber.
5. Ensure all students with discontinued ILPs have the flag removed in EduClimber and Skyward.

Examples of SAT TEAM NORMS

Norms Established:

- ☐ Ground rules for behavior
- ☐ A framework for accountability
- ☐ A structure for processing
- ☐ A pro-active environment
- ☐ A sense of safety
- ☐ A focus on the solution

Sample Team Norms:

- ☐ Keep student focused
- ☐ Stay on task
- ☐ Come prepared
- ☐ Start on time, end on time
- ☐ Take disagreement to the team
- ☐ Be respectful
- ☐ Confidentiality – what is said here, stays here
- ☐ Remember resiliency factors
  - Caring/supporting relationships
  - High expectations
  - Opportunities for leadership and involvement

SAT Team Roles

Year _____

Team Contact Person

The Team Facilitator

- Maintains/facilitates the agenda of the meetings and notes
- Distributes memos for upcoming meetings as needed
- Coordinates teaming process—norm development & maintenance
- Facilitates policy review
- Coordinates staff development efforts

The Team Coordinator

- Organizes referrals, provides referral sheets
- Maintains appointment notebook
- Maintains needed forms in the files

The Data/Evaluation Coordinator

- Assigns case manager to new cases by rotation
- Keeps SAT team database record of referrals
- Provides team with current referral log monthly
- Provides administration with year-end summaries/evaluation report
- Communicate and verify ILP's with school secretary; ILPs in Skyward

The Resource Coordinator

(Could be school psychologist)

- Initiates community partnerships
- Maintains inventory of resources
- Will assist with classroom observations
- Identifies resource gaps

The Case Manager *(Assigned by rotation)*

- Ensure referring teacher completes ILP data collection packet
- Maintains brainstorming notes concerning case
- Tags student in EduClimber
- Provides grades/database/relevant cumulative record information as needed
- Student interview as needed
- Gathers pertinent medical information
- Does classroom observations as needed
- Inform teacher of responsibility to contact parents
- Encourage teacher to facilitate student interview
- Conducts teacher interview and appointment time with SAT
- Completes and monitors case ILP
- Completes follow up form and returns to referring person
- Responsible for updating and maintenance of case file

Note: *This is an example you may use for setting team roles. Please establish these at your first team meeting and send them to Steve Nordby..*

Promotion and Retention

JFB Promotion and Retention JFB

Promotion and Retention JFB Students may be promoted when they have demonstrated mastery of the board-approved learning objectives. The final decision to promote or retain a student shall rest with the principal after receiving information from parents/guardians, teachers and other appropriate school personnel.

Adopted: 4/6/92
Revised: 12/2/96; 3/16/98; 6/7/04; 5/16/05; 5/7/07; 6/16/14

Reviewed: 7/22/24

K - 2 Promotion and Retention

What data should be considered:

ELA

Progress in grade level curriculum

- Classroom comparison
- Building comparison
- District comparison

Math

Kinder:

- Know number names and the count sequence
- Count to tell the number of objects

1st Grade:

- Add and subtract within 20
- Understand & apply properties of operations & the relationship between addition and subtraction
- Work with addition & subtraction equations

2nd Grade:

- Represent and solve problems involving addition and subtraction
- Understand place value

Interventions provided and Response to interventions

Attendance

- Did the student's attendance impact his/her ability to achieve standards

Behavior

Sped or ESL

IEPs may override rubric scores. Although retention is discouraged with students on an IEP, the IEP team can make the decision to retain if it is in the best interest of the child.

If language is a concern, retention may not be the answer. Regarding ESOL students, the teacher/school should have evidence to prove that the lack of academic progress (not language) is the reason for the retention. Additional data that should be evaluated includes KELPA and Language Screening results.

The attached retention documentation form must be completed for any student not making adequate progress and who may be a candidate for retention. Teachers should start conducting conversations with parents as early as possible and document each contact.

RETENTION DOCUMENTATION FORM

Student _____Grade _____ I.D. Number_____

School _____Age _____

Address _____ Telephone: _____

Previous Retentions:_____

Summaries should consider academic progress including both ELA and math, as well as attendance and behavior trends, interventions tried as well as the response to interventions.

First Parent Contact Date:
Summary:

Second Parent Contact Date:
Summary:

Third Parent Contact Date:
Summary:

Fourth Parent Contact Date:
Summary:

Recommendation:

☐ Promote to next grade
☐ Promote with intervention plan
☐ Recommend retention

Reason for recommendation:

Parent Recommendation:

☐ I agree with the recommendation to _____.

☐ I disagree with the recommendation to _____.

Parent Signature_____Date _____

FINAL DECISION

For the _____school year, _____ (student) will be

☐ Promoted to _____ grade
☐ Promoted to _____ grade with an intervention plan
☐ Retained in _____ grade

_____Principal Signature

_____Office of Learning Services Signature

A copy of this form should be sent to the Office of Learning Services at the end of the year.

PLAN FOR SUCCESS

The purpose of this plan is to ensure the retained year provides new opportunities for growth, targeted instruction, and appropriate supports. Retention should include intentional changes to instruction rather than repeating the previous year's experience.

Identify the student's academic, social, behavioral, and personal strengths.

What standards or skills has the student mastered at a level that they do not require reteaching?

What standards or skills does the student require extensive reteaching and support?

Which skills should be prioritized during the first 6–9 weeks in order to successfully start the school year?

What instructional approaches will be different in the upcoming school year that will more successfully meet the student's learning needs?

Middle School Promotion and Retention

Student Name: _____ Current Grade Level: 7 8

Date: _____

Middle School Promotion Rubric

This rubric outlines the key criteria and expectations for student promotion from middle school. It aims to provide a comprehensive evaluation of a student's readiness for the next academic level, considering not just academic achievement but also consistent effort, responsible behavior, and active participation in the school community.

I. Academic Performance

Criteria	Exceeds Expectations (4)	Meets Expectations (3)	Approaching Expectations (2)	Needs Support (1)
Core Subjects	Consistently achieves A's in all core subjects (English, Math, Science, Social Studies).	Consistently achieves B's or higher in all core subjects (English, Math, Science, Social Studies).	Achieves C's or higher in most core subjects; may have one or two D's.	Multiple D's or F's in core subjects.
Elective Subjects	Consistently achieves A's in all elective subjects.	Consistently achieves B's or higher in all elective subjects.	Achieves C's or higher in most elective subjects; may have one D.	Multiple D's or F's in elective subjects.
Work Completion	Submits all assignments on time and demonstrates exceptional quality and effort.	Submits most assignments on time with good quality; occasionally requires reminders.	Submits some assignments late or incomplete; often requires reminders and follow-up.	Frequently fails to submit assignments or submits work that is consistently incomplete/poor quality.
Learning Growth	Demonstrates significant and consistent growth, actively applying feedback to improve.	Shows steady growth and makes an effort to incorporate feedback.	Shows some growth but struggles to consistently apply feedback.	Shows minimal to no academic growth despite interventions.

Assessment Data	Scores within the College Pathway on the Fastbridge screener.	Scores within the Low Risk category on the Fastbridge screener.	Scores within the Some Risk category on the Fastbridge screener.	Scores within the High Risk category on the Fastbridge screener.

II. Attendance and Punctuality

Criteria	Exceeds Expectations (4)	Meets Expectations (3)	Approaching Expectations (2)	Needs Support (1)
Attendance	Fewer than 3 absences per school year (excused or unexcused).	3-6 absences per school year (excused or unexcused).	7-14 absences per school year (excused or unexcused).	15 or more absences per school year (excused or unexcused).
Punctuality	Zero tardies to school or classes.	1-3 tardies to school or classes.	4-7 tardies to school or classes.	More than 7 tardies to school or classes.

III. Behavior and Citizenship

Criteria	Exceeds Expectations (4)	Meets Expectations (3)	Approaching Expectations (2)	Needs Support (1)
Classroom Conduct	Consistently follows all school and classroom rules; is a role model for peers.	Generally follows school and classroom rules; occasionally requires minor reminders.	Sometimes struggles to follow rules, resulting in frequent reminders or minor disciplinary actions.	Consistently disruptive or disrespectful behavior, leading to repeated disciplinary actions.
Respect	Consistently demonstrates respect for peers, staff, and school property.	Shows respect for peers, staff, and school property most of the time.	Occasionally shows disrespect towards peers, staff, or school property.	Consistently disrespectful towards peers, staff, or school property.
Responsibility	Takes full responsibility for actions, completes tasks independently, and seeks to help	Takes responsibility for actions and completes assigned tasks independently.	Requires frequent prompting to take responsibility or complete tasks.	Avoids responsibility and consistently fails to complete assigned tasks.

	others.			
Engagement	Actively participates in class discussions and school activities, showing genuine interest.	Participates in class discussions and school activities when prompted.	Limited participation in class or school activities.	Rarely participates in class or school activities.

Overall Promotion Status

Based on the rubric scores and teacher recommendations, the student's promotion status is:

- **Promoted:** Student consistently meets or exceeds expectations across all key areas. ***(score of 38-44 on the above rubric)***
- **Promoted with Conditions:** Student meets most expectations but requires specific interventions or support in identified areas. Student must complete conditions below in order to be permitted to move on to the next grade level *(may include, but not limited to, summer school classes, repeating classes in the fall, edgenuity credit recovery, etc.).* ***(score of 27-37 on the above rubric)***
- **Retained:** Student has significant deficiencies in multiple key areas, requiring an additional year to develop necessary skills. ***(score of 11-26 on the above rubric)***

Comments:

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Guardian/Student/MS Team Meeting Date: _____

Guardian Signature: _____

Student Signature: _____

Guardian/Student/MS Team Meeting Date: _____

Guardian Signature: _____

Student Signature: _____

Guardian/Student/MS Team Meeting Date: _____

Guardian Signature: _____

Student Signature: _____

ILP Data Collection Packet*

*Assessment data (available in Educlimber), interventions, strategies, accommodations

Below is a list of forms used in the ILP data collection packet. To access these forms follow the steps on the following pages.

1. **Tier 1** (Core Instruction) **Documentation Form: Student Interventions / Strategies**
2. **General Accommodations / Strategies**
3. **Tier 2 / Tier 3 Interventions**

Steps To Access SAT Forms in EduClimber:

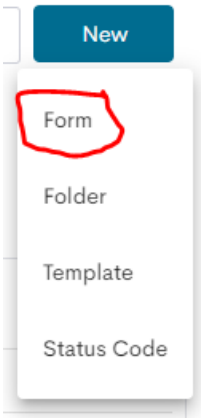
1. **First login to Illuminate. In the upper right corner you will find the link to educlimber which resembles this icon:**



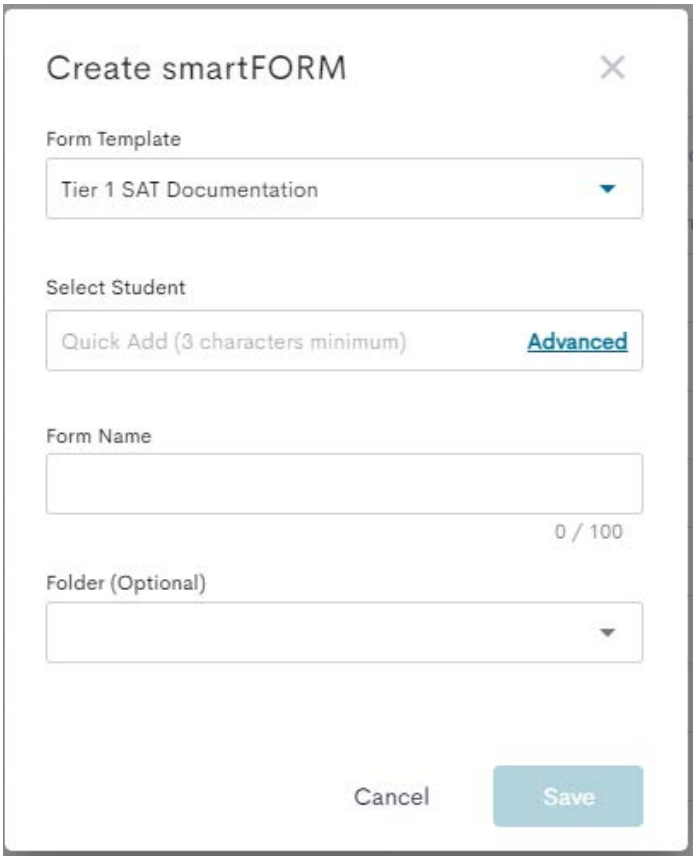
2. **Once you are in EduClimber on the left hand side you will find an icon labeled 'Smart Forms' which will look like this:**



3. **Select the Smart Forms icon and now on the new page select 'New' and then 'Form' in order to fill out your new smart form.**



4. **You will then need to choose the template you need to fill out, name the form, as well as select the student(s) you are adding to the form.**



Note: When naming the document make sure you include the student's name as well as the year the form was created in order to avoid any confusion when teachers are searching for historical information on a student.

ILP Student Plan

* An ILP should be rewritten each year and inputted into Educlimber if a student needs continued support.

Below is a list of forms used in the ILP data collection packet. To access these forms follow the steps on the following pages.

1. **Student Individual Learning Plan (ILP)**
2. **Student Individual Learning Plan (Follow-up)**

Steps To Access SAT Forms in EduClimber:

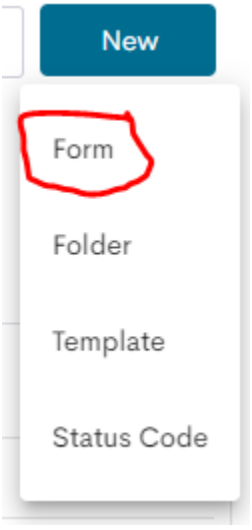
1. **First login to Illuminate. In the upper right corner you will find the link to educlimber which resembles this icon:**



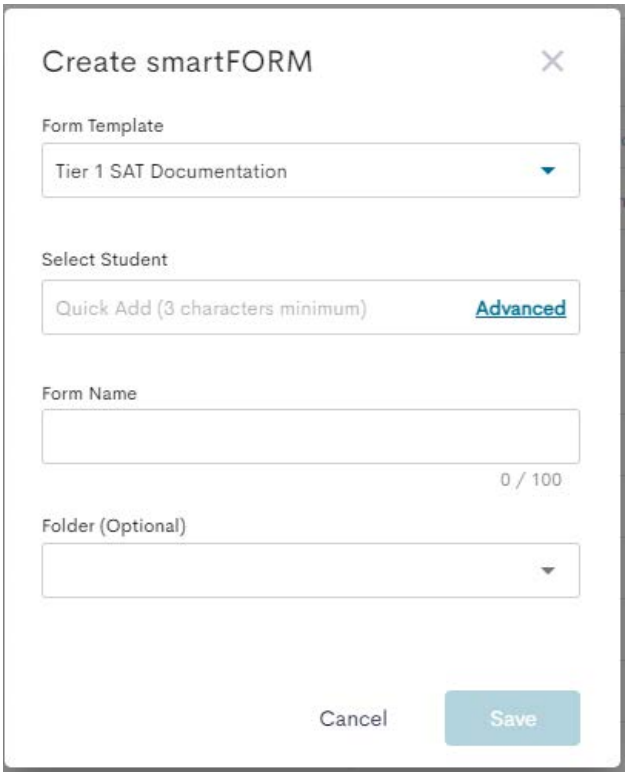
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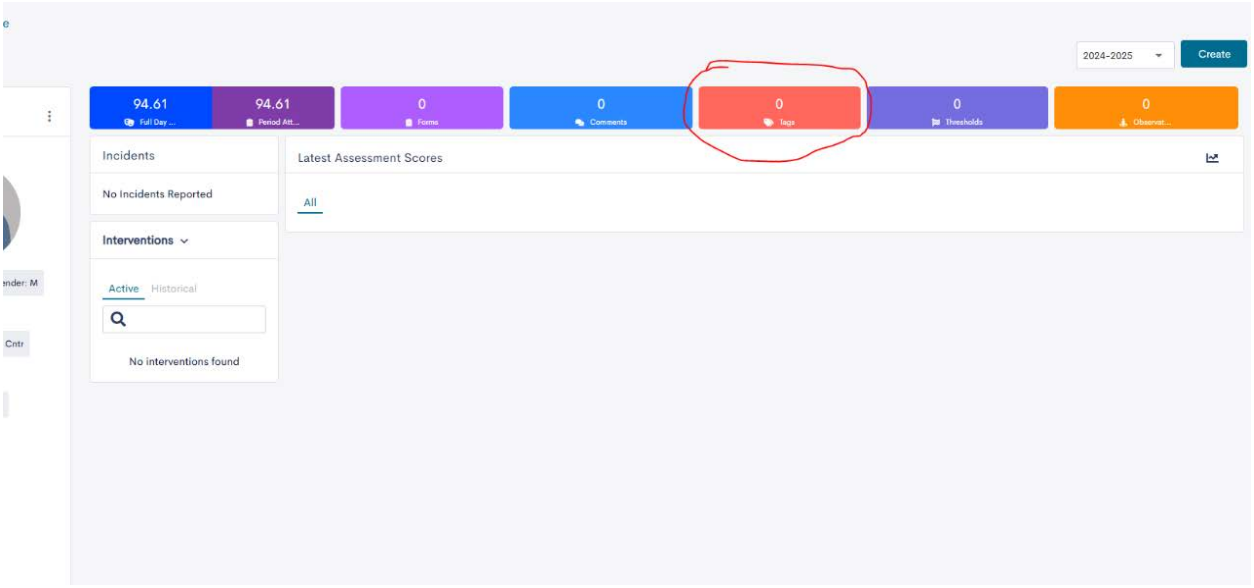


Note: When naming the document make sure you include the student's name as well as the year the form was created in order to avoid any confusion when teachers are searching for historical information on a student.

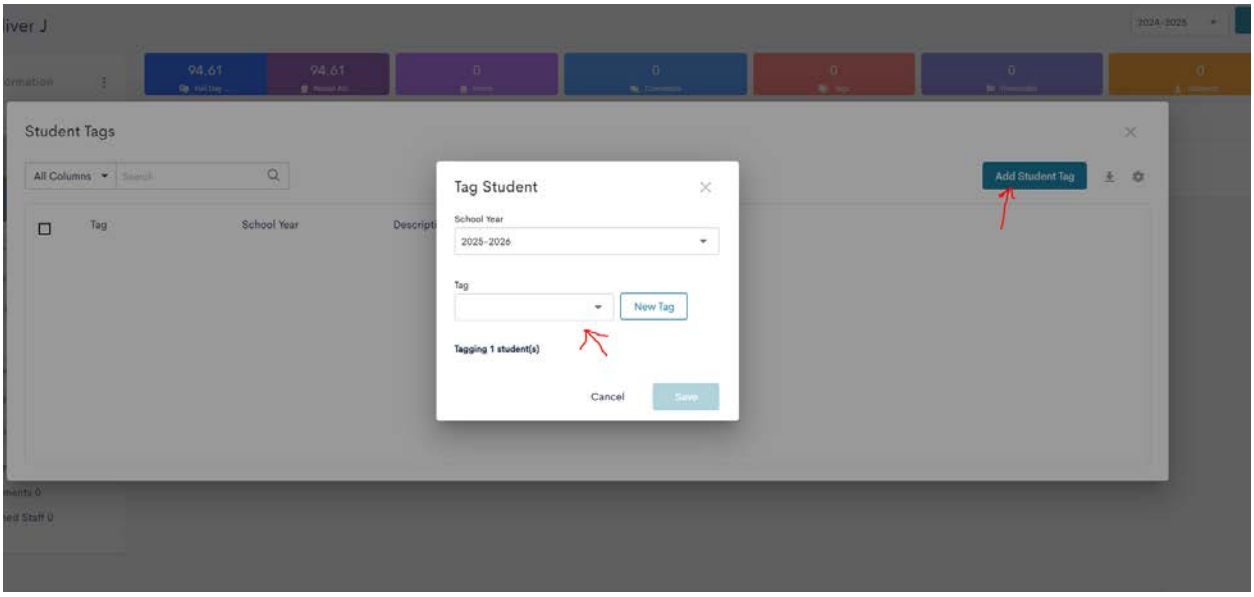
Apply a Tag in EduClimber

*Do not create any new tags for SAT documentation. Use either the SAT '25 - 26 or Behavior Plan '25-26 Tags that are already created. This is to ensure other buildings can find the SAT documentation when students move buildings.

1. On the student's profile page select the 'tag' tab.



2. Once on their tag window, select "Add student tag", then select the tag and year you wish to apply this tag.

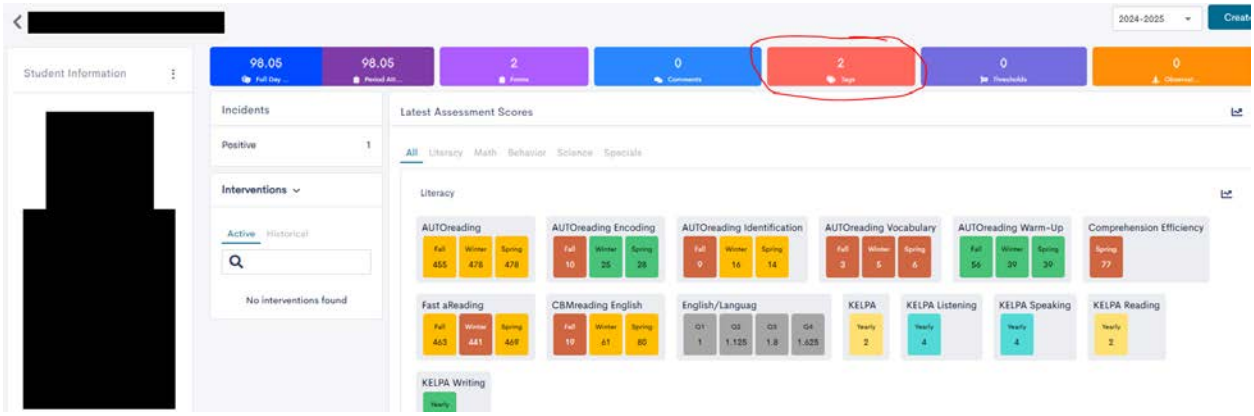


3. Select the tag you wish to apply and select save.

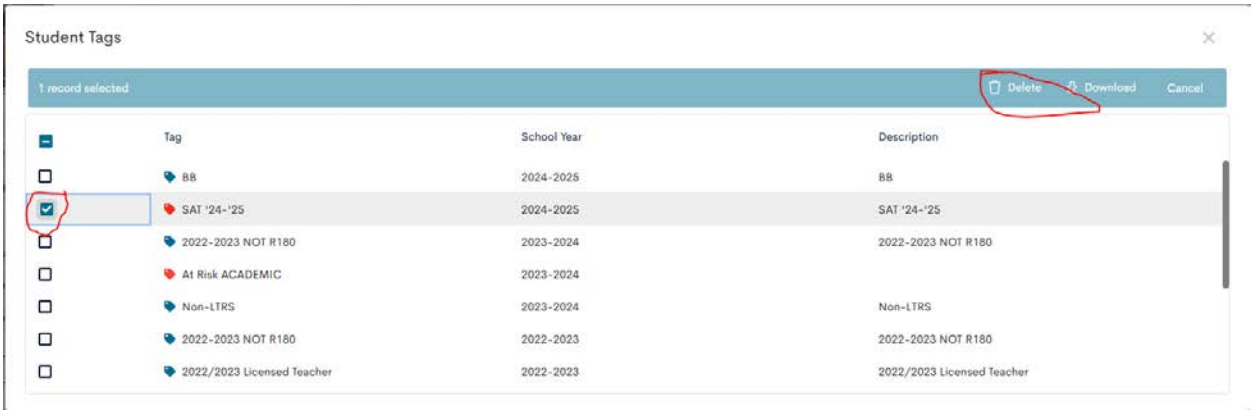
Exiting ILP Student Plan

***** Once a student has met their SAT goals or the team documents the student no longer needs support from SAT the following steps must be completed to remove tags identifying them as having a SAT Plan.

1. **In EduClimber, go to the student's profile and select 'Tags'**



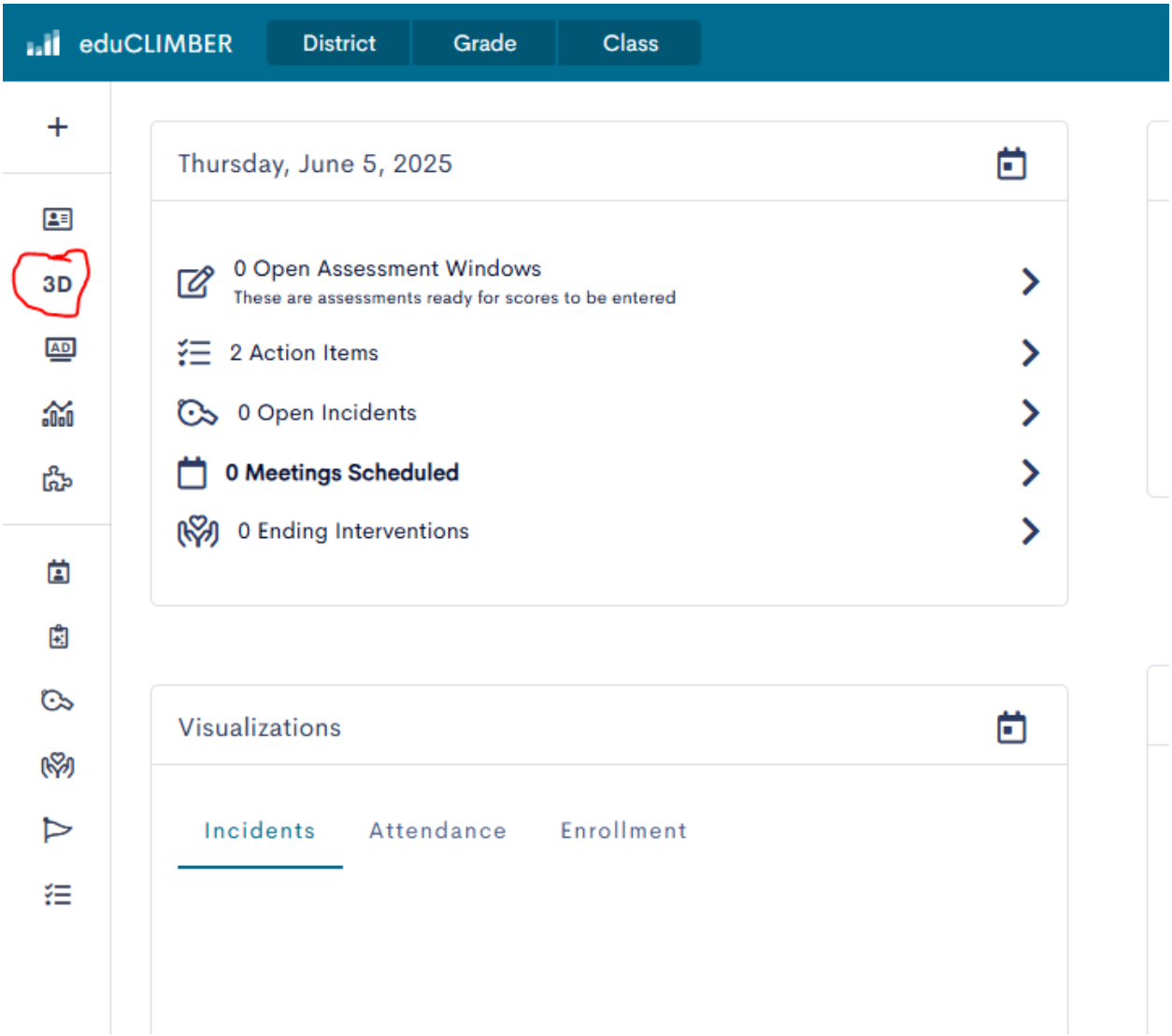
2. **Select the tag you wish to delete and then select delete on top**



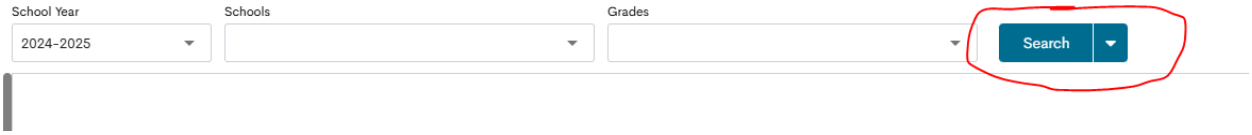
Search for Student's Smartform/Tag

* You can identify students who have existing ILPs and BIPs by searching for Smartforms or Tags. **This is only successful if ALL staff use district forms. No building should be creating and using their own forms.**

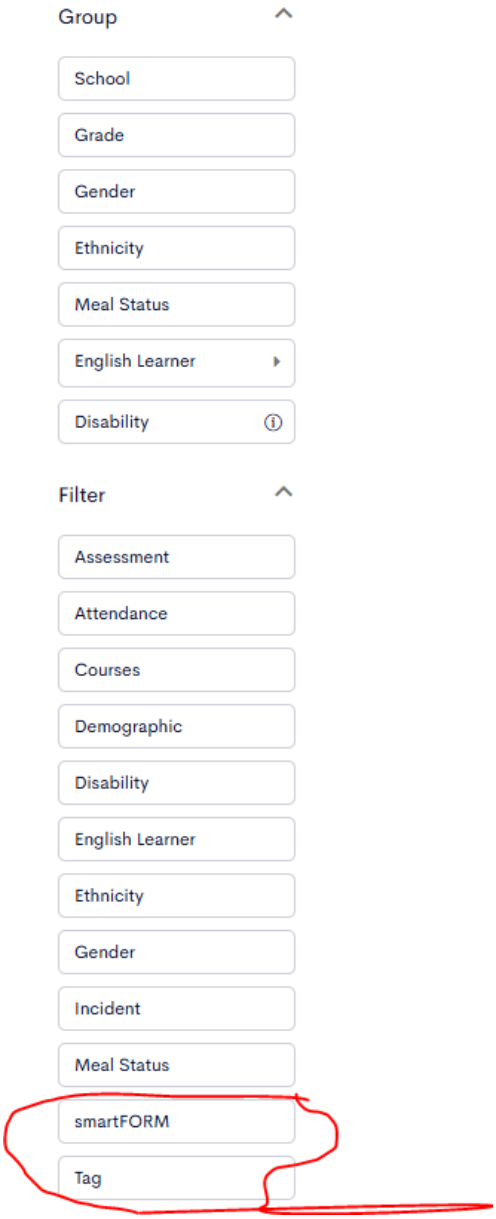
1. **On the left hand side of EduClimber select the 3d icon**



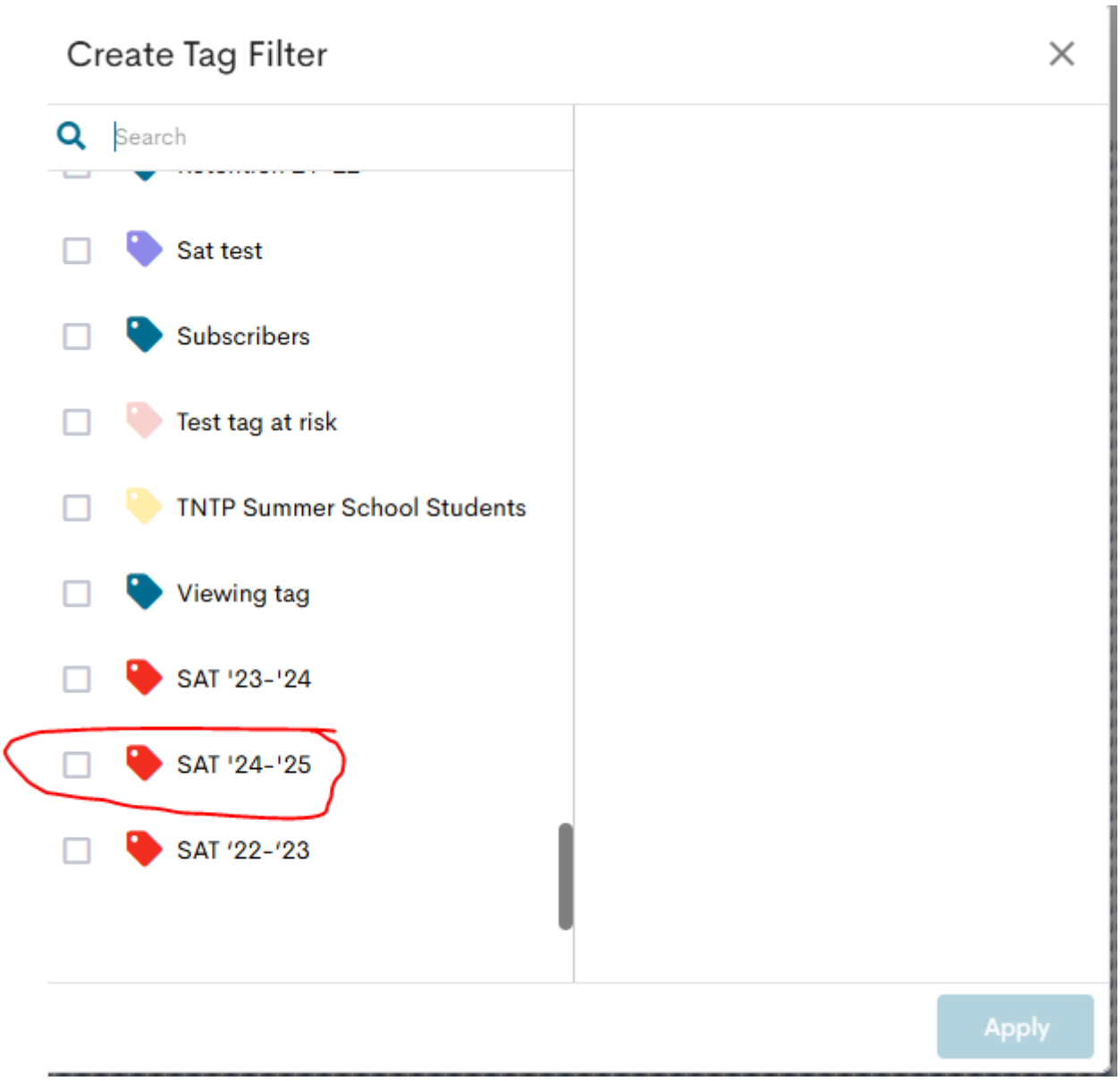
2. **Select 'search' to bring up the students that you are able to see**

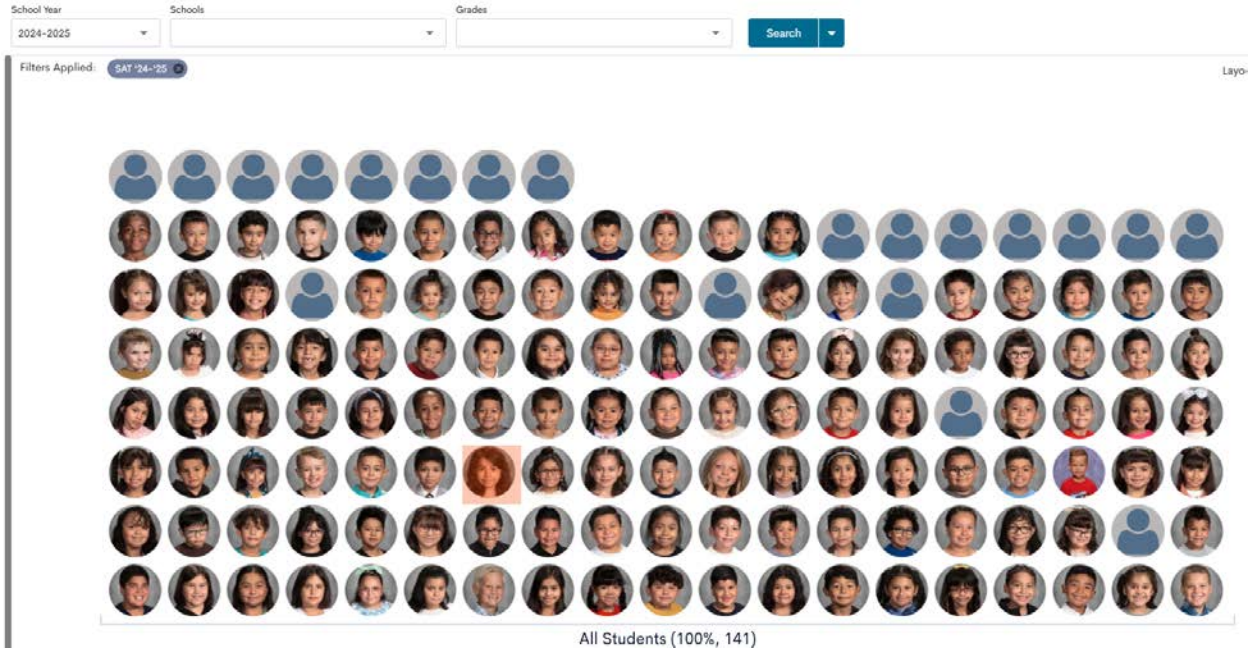


3. On the bottom of the left hand side of the filters you will notice different ways to filter out your data. This is where you will see either smartFORM or Tag in order to find your students who have a specific smartFORM or a tag applied to them

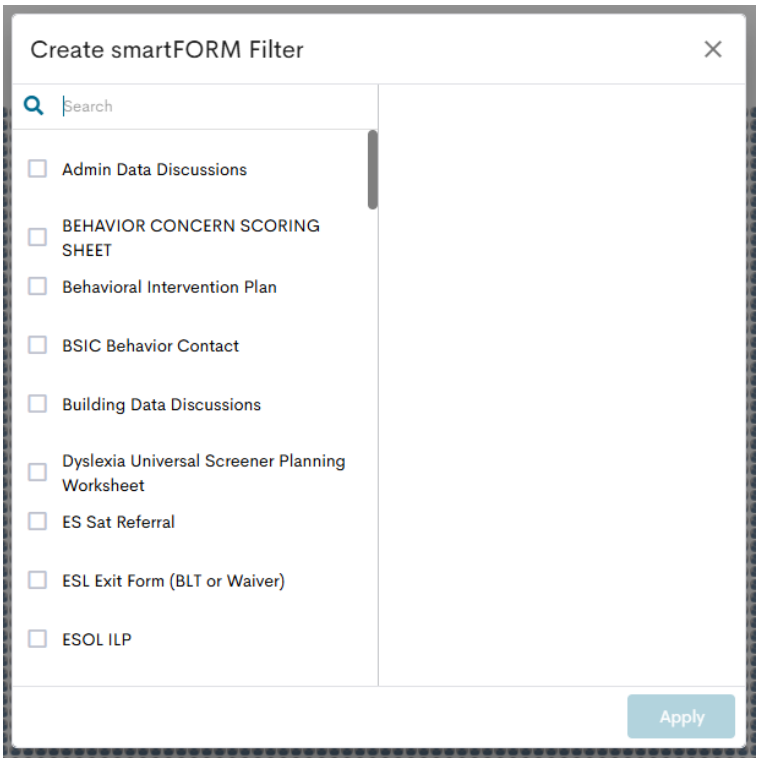


4. When selecting tag you will get this window, select the tag that you are looking for and select apply. This will give you a list of students who specifically have that tag


Create Tag Filter
Search
Sat test
Subscribers
Test tag at risk
TNTP Summer School Students
Viewing tag
SAT '23-'24
SAT '24-'25
SAT '22-'23
Apply



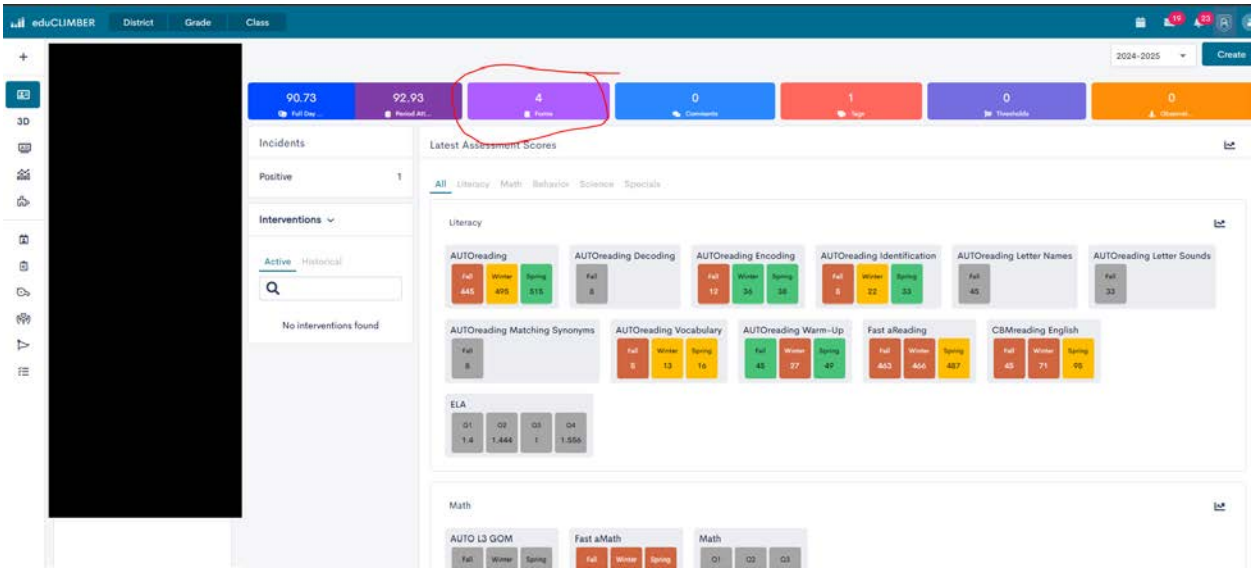
5. If you are trying to look up a smartFORM you will get this window, much like the tag window you will select the smartform you are looking for (also the year if you are trying to find prior years smart forms), and select apply.



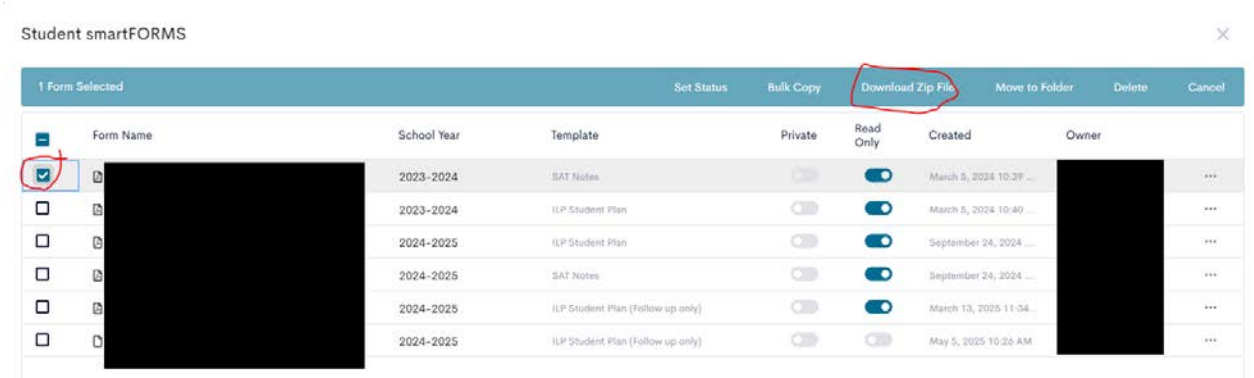
Print Smartform in Student's Home Language

***** Smartforms can be downloaded in the student's home language to enable ongoing communication with parents.

1. **First go over to the student's profile and select the forms tab above**

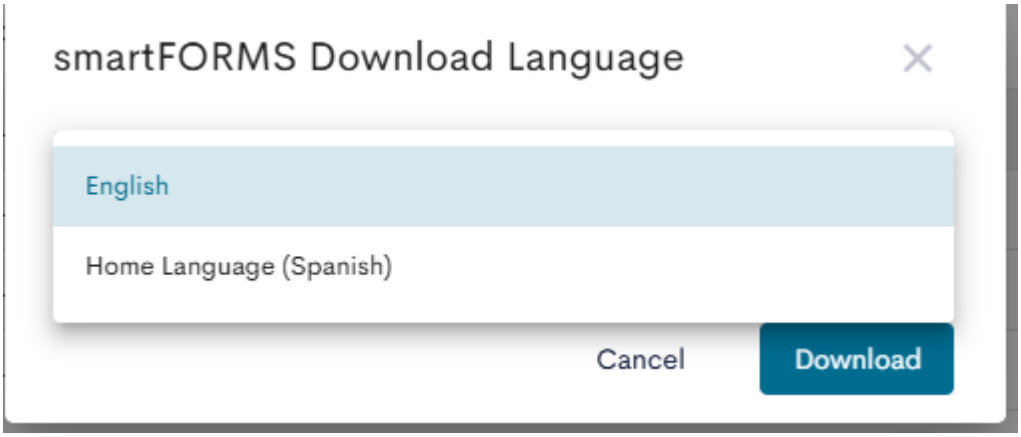


2. **Once you are on their forms, select the form you wish to translate on down and select it. Once selected hit Download Zip file.**



3. **Once you hit download zip file you will be given an option to choose a language. Make sure you select their home language if you want to translate the document and**

select download.



Additional Checklists & Screening Information

*These forms are resources if you need them. They do not need to be completed for all SAT plans.

Below is a list of forms used in the ILP data collection packet. To access these forms follow the steps on the following pages.

1. **Social/Emotional Behavior Concern Checklist**
2. **Student Observation**
3. **Enrichment General Education Intervention Strategies**
4. **Fine Motor Skills Checklist**
5. **Speech/Language Checklist**
6. **Behavioral Intervention Plan**
7. **Screening Information for Possible Dyslexia**

Steps To Access SAT Forms in EduClimber:

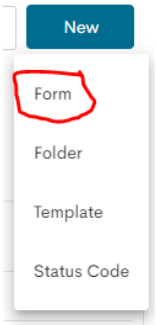
1. **First login to Illuminate. In the upper right corner you will find the link to educlimber which resembles this icon:**



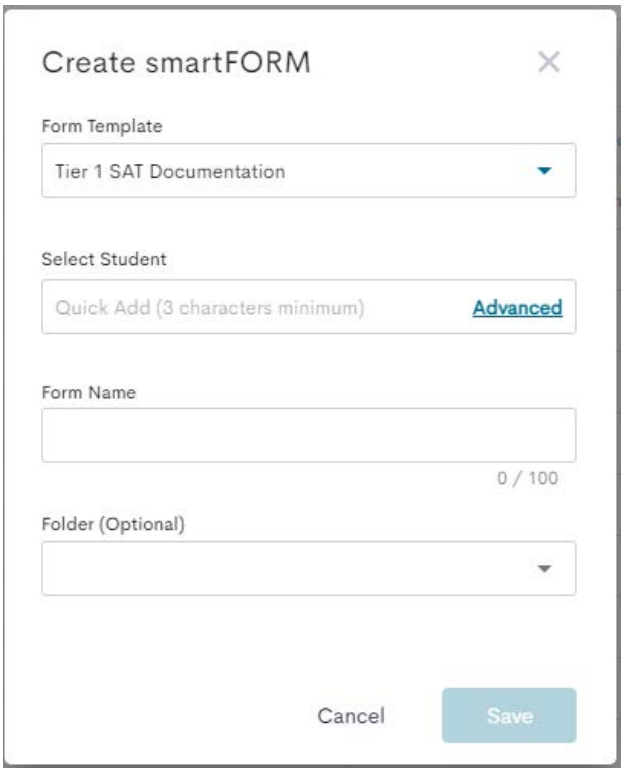
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4. **You will then need to choose the template you need to fill out, name the form, as well as select the student(s) you are adding to the form.**



Note: When naming the document make sure you include the student's name as well as the year the form was created in order to avoid any confusion when teachers are searching for historical information on a student.

INITIAL EVALUATION FOR POSSIBLE SPECIAL EDUCATION SERVICES & ELIGIBILITY CRITERION

Additional information and eligibility indicators can be referenced at
https://www.ksde.org/Default.aspx?tabid=598

SPECIAL EDUCATION INFORMATION ONLY

The Student Assistance Team (SAT) has determined that a referral for a comprehensive evaluation is appropriate and/or necessary to determine eligibility for special education services. The law requires a two-step process for eligibility for special education services. First, the student must meet the eligibility criteria for one of the disabilities/exceptionalities defined by law. Secondly, it must be determined that the student needs specially-designed instruction (SDI) in order to benefit from his/her education.

Definitions of Exceptionalities

Autism: means a developmental disability significantly affecting verbal and nonverbal communication and social interaction, generally evident before age three but not necessarily so, that adversely affects a child's educational performance. Other characteristics often associated with autism are engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experiences. The term shall not apply if a child's educational performance is adversely affected primarily because the child has an emotional disability.

Developmental Delay: "Developmental delay" means such a deviation from average development in one or more of the following developmental areas that special education and related services are required:

(A) Physical;

(B) Cognitive;

(C) Adaptive Behavior;

(D) Communication; or

(E) Social or Emotional Development

The deviation from average development shall be documented and measured by appropriate diagnostic instruments and procedures.

Emotional Disability (KS): means a condition exhibiting one or more of the following characteristics over a long period of time and to a marked degree that adversely affects a child's educational performance:

(1) An inability to learn that cannot be explained by intellectual, sensory or health factors;

(2) An inability to build or maintain satisfactory interpersonal relationships with peers and teachers;

(3) Inappropriate types of behavior or feelings under normal circumstances;

(4) A general pervasive mood of unhappiness or depression; or

(5) A tendency to develop physical symptoms or fears associated with personal or school problems.

The term includes schizophrenia, but shall not apply to children who are socially maladjusted, unless it is determined that they have an emotional disability.

Gifted: means performing or demonstrating the potential for performing at significantly higher levels of accomplishment in one or more academic fields due to intellectual ability, when compared to others of similar age, experience and environment.

Intellectual Disability: means significantly subaverage general intellectual functioning, existing concurrently with deficits in adaptive behavior and manifested during the developmental period, which adversely affects a child's educational performance.

Specific Learning Disability: means a disorder in one of more of the basic psychological processes involved in understanding or using language, spoken or written, that may manifest itself in an imperfect ability to listen, think, speak, read, write, spell, or to do mathematical calculations, including perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia. The term shall not include learning problems that are primarily the result of any of the following: (1) Visual, hearing, or motor disabilities; (2) intellectual disability; (3) emotional disability; or 4) environmental, cultural, or economic disadvantage. b) A group evaluating a child for a specific learning disability may determine that the child has such a disability only if the following conditions are met: (A) the child does not achieve adequately for the child's

age or meet state-approved grade-level standards, if any, in one or more of the following areas, when the child is provided with learning experiences and instruction appropriate for the child's' age and grade level: (i) oral expression; (ii) listening comprehension; (iii) written expression; (iv) basic reading skills; (v) reading fluency skills; (vi) reading comprehension; (vii) mathematics calculation; and (viii) mathematics problem solving; and (B) (i) the child does not make sufficient progress to meet age or state-approved grade level standards in one or more of the areas identified in paragraph (b) (1) (A) when using a process based on the child's response to scientific, research-based intervention' or (ii) the child exhibits a pattern of strengths and weaknesses in performance, achievement, or both, relative to age, grade level standards, or intellectual development that is determined by the group conducting the evaluation to be relevant to the identification of a specific learning disability, using appropriate assessments.

Multiple Disabilities: means coexisting impairments, the combination of which causes such severe educational needs that those needs cannot be accommodated in special education programs solely for one of the impairments. The term shall not include deaf-blindness.

Orthopedic Impairment: means a severe orthopedic impairment that adversely affects a child's educational performance and includes impairments caused by any of the following: (1) congenital anomaly, such as clubfoot or absence of a limb; 2) disease, such as poliomyelitis or bone tuberculosis; and 3) other causes, such as cerebral palsy, amputation, and fractures or burns that cause contractures.

Other Health Impairment: means having limited strength, vitality, or alertness, including a heightened alertness to environmental stimuli, that results in limited alertness with respect to the educational environment and that meets the following criteria: (1) is due to chronic or acute health problems, including asthma, attention deficit disorder or attention deficit hyperactivity disorder, diabetes, epilepsy, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, sickle cell anemia, and Tourette syndrome; and 2) adversely affects a child's educational performance.

Sensory Impairments:

(1) **Hearing Impairment:** an impairment in hearing, whether permanent or fluctuating that adversely affects a child's educational performance but that does not constitute deafness as defined in this regulation.

(2) **Deafness:** a hearing impairment that is so severe that it impairs a child's ability to process linguistic information through hearing, with or without amplification, and adversely affects the child's educational performance.

(3) **Visual Impairment:** impairment in vision that, even with corrections, adversely affects a child's educational performance. The team includes both partial sight and blindness.

(4) **Blindness:** a visual impairment that requires dependence on tactile and auditory media for learning.

(5) **Deaf-blindness:** the combination of hearing and visual impairments that causes such severe communication and other developmental and educational needs that they cannot be accommodated in special education programs solely for the hearing impaired or the visually impaired.

Speech or Language Impairment: means a communication disorder including stuttering, impaired articulation, language impairment, or a voice impairment that adversely affects a child's educational performance.

Traumatic Brain Injury: means an acquired injury to the brain, caused by an external physical force, resulting in total or partial functional disability or psychosocial impairment, or both, that adversely affects educational performance. The term shall apply to open or closed head injuries resulting in impairments in one or more areas, including the following: (1) cognition; (2) language; (3) memory; (4) attention; (5) reasoning; (6) abstract thinking; (7) judgment; (8) problem-solving; (9) sensory, perceptual and motor abilities; (10) psychosocial behavior; (11) physical functions; (12) information processing; and (13) speech. The term shall not include brain injuries that are congenital or degenerative or that are induced by birth trauma.

Parent(s) Verbal Request for a Comprehensive Evaluation

School Staff Member's Title/Name: _____ School_____

Student's Name:_____ D.O.B._____ Grade:_____

Parent(s) Name:_____ Date: _____

Parent(s) Concerns: (please document concerns parents have such as reading, math, behavior, etc.)

Procedure When Parents Request a Comprehensive Evaluation

1) If a parent(s) requests a comprehensive evaluation in writing, the letter is to be sent immediately to the school psychologist assigned to the student's school. This includes any letter given to classroom teachers, building principals, special education administrators or any school staff member. If a parent(s) verbally requests a comprehensive evaluation, whoever the parent(s) told about their request must complete the Parent(s) Verbal Request for a Comprehensive Evaluation form and send it to the school psychologist assigned to the student's school.
2) Upon receiving the written request from the parent(s) or the documentation form of parent(s)'s verbal request, the school psychologist will document on the letter/documentation form the day they received it. The school psychologist must respond within a reasonable period of time, which has been interpreted by the Kansas State Department of Education (KSDE) as being no more than 15 school days, unless there are unusual circumstances. The school psychologist will also inform the building principal about the written request.
3) The school psychologist will contact the parent(s) to discuss concerns and explain options such as a referral to the Student Assistance Team. If the parent(s) still wants to pursue an evaluation, the letter/documentation form is then given to the MIS secretary and treated as an initial referral for a comprehensive evaluation. If the parent(s) agrees to pursue other options such as a referral to the Student Assistance Team, the school psychologist will meet with the parent(s). This meeting may include the school principal and classroom teacher if deemed necessary. At this meeting, the parent(s) will sign the Prior Written Notice for Evaluation and Request For Consent form designated for refusing a parent(s) request. The school psychologist will give the parents a copy of their Parental Rights.
4) The school psychologist will document all contacts with the parent(s) and school personnel on the Documentation of Parent/Staff Contact form throughout this process.
5) The letter, Documentation of Parent/Staff Contact form, and Prior Written Notice for Evaluation and Request For Consent form is then given to the MIS secretary who will create a file where all documents will be kept for future reference if needed. This file will be housed in the Special Education Office at the Educational Support Center.
6) If the request is honored, the Student Assistance Team will complete the Initial Referral for an Evaluation packet and send it to the school psychologist.

If SAT process advances to an initial evaluation for possible special education services the following forms must be completed:

1. **Parent(s) Verbal Request for a Comprehensive Evaluation**
2. **Initial Evaluation Referral Packet**

Steps To Access Forms in EduClimber:

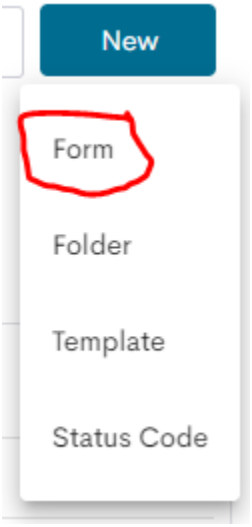
1. **First login to Illuminate. In the upper right corner you will find the link to educlimber which resembles this icon:**



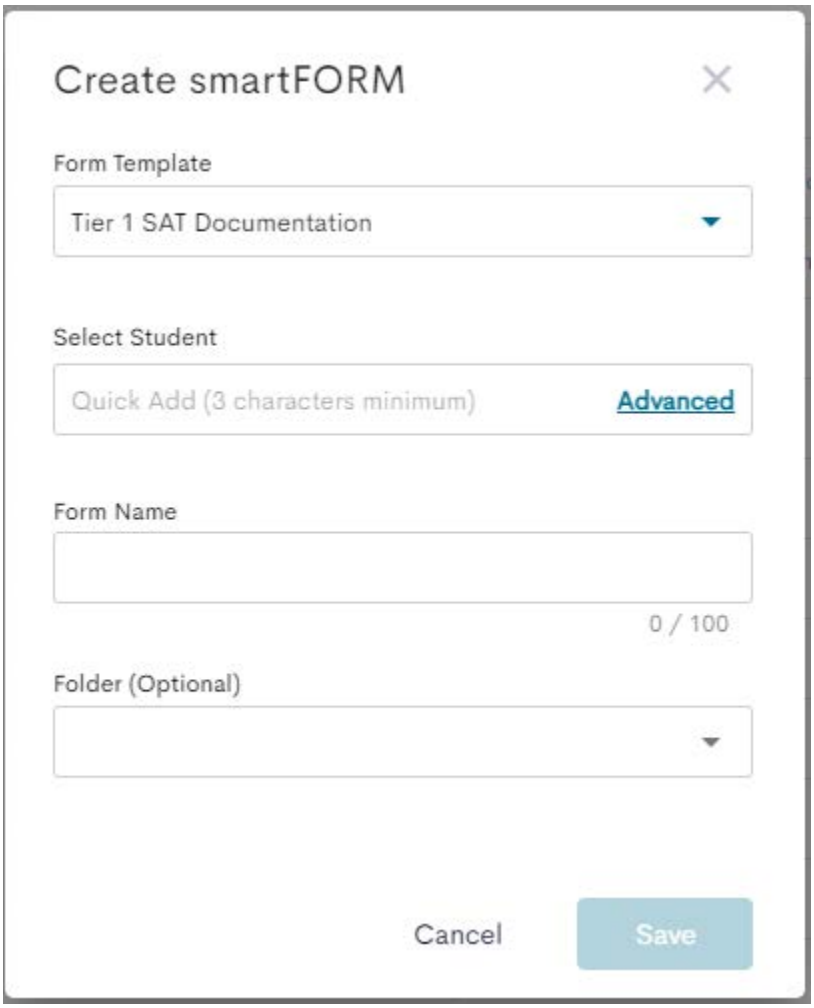
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4. **You will then need to choose the template you need to fill out, name the form, as well as select the student(s) you are adding to the form.**



Note: When naming the document make sure you include the student's name as well as the year the form was created in order to avoid any confusion when teachers are searching for historical information on a student.

USD 457 Special Programs

Pre-Referral Requirements:

- **Refer to SAT and develop an Individual Learning Plan (ILP) with parent involvement unless the child has an Individualized Education Plan (IEP).**
- **Provide targeted academic and/or behavior interventions for 6-8 weeks with data collection.**
- **Collect Progress Monitoring data for 6-8 weeks.**
- **School psychologist conducts observations.**
- **Schedule collaborative team meetings with relevant staff (principal, counselor, social worker, behavior specialist, school psychologist, instructional coach, teacher) to review concerns, plan interventions, review data, update current behavior/safety plans, etc. Teams should meet a minimum of one time each month.**
- **Develop a Behavior Intervention Plan (BIP) based on the function of the behavior with the target behavior addressing the most significant behavior of concern. BIP development should include relevant staff including principal, school psychologist, behavior specialist, teacher.**
- **Consider increasing services on the IEP (increased time with CWC support, increased time in a resource setting up to 180 minutes).**
- **Add appropriate IEP goals to address academic and behavior concerns.**
- **Consider providing parent resources to outside community agencies (Compass, Genesis, RCDC).**
- **Collaboration with a behavior specialist and consider the need for indirect or direct services (added into the IEP for special education students).**
- **Fidelity checks for BIP, ILP, IEP, Safety Plan, Intervention implementation with data.**
- **Complete the specialized program rubric with the school psychologist to obtain overall score for appropriate placement (CWC, resource, LEAP, RISE).**
- **The collaborative team determines referral to a specialized program.**

STRIVE: Striving To Reach Independence through Visually-Supported Environments (Special Day School at GC Achieve)

- **All prerequisites listed above must be completed prior to consideration for acceptance.**
- **Grade level K-12/transition**
- **Special Education program**
- **Maximum capacity: 10**
- **Students are required to have one-on-one para support.**
- **Extreme behaviors that significantly endanger the safety and well-being of the student, peers, staff, or school environment through physical aggression causing serious bodily injury, criminal threats, and/or deliberate self harm/suicidal attempts.**
- **Most restrictive special education program**
- **Students have adaptive needs in the conceptual, practical, and social domains. Daily living skills are integrated throughout the school day.**
- **Highly individualized program, setting, and instruction based on students' needs**
- **All other options should be considered prior to placement in STRIVE.**

Therapeutic Education Program (TEP at GC Achieve)

- **All prerequisites listed above must be completed prior to consideration for acceptance.**
- **Grade level K-12/transition with maximum of 10 students in each classroom.**
- **Comprised of 3 classrooms: Littles (K-4), Middles (5-8) Bigs (9-12)**
- **General education and special education program**
- **Mental health-based concerns supported with diagnosis including but not limited to anxiety disorders, depression, post-traumatic stress disorder, obsessive-compulsive disorder, personality disorders, and psychotic disorders.**
- **Must receive child-based services with Compass (attendant care, therapy, case management).**
- **TEP services provided from Compass: one hour of group therapy per day, crisis support, attendant care, case management**
- **Complete the referral packet including the school and parent portion.**
- **Acceptance from the TEP committee (Compass, Director of Special Education, TEP principal, TEP school psychologist).**
- **Significant and persistent behaviors that impede the learning and threaten the safety of self or others.**
- **Score on the specialized program rubric should fall in the resource and/or CWC range.**
- **Maximum Compass attendant care services provided in home building prior to consideration for the TEP.**
- **See TEP Handbook for additional information.**

Behavior Classroom (Georgia Matthews)

- **All prerequisites listed above must be completed prior to consideration for acceptance.**
- **Grade levels K-4**
- **special education program**
- **Maximum capacity based on general education classroom availability**
- **Behaviors that can be managed in a resource and general education setting including but not limited to Oppositional Defiant Disorder, Attention Deficit Hyperactivity Disorder, Chronic Disruptive Behavior, and Conduct Disorder.**
- **Academic learning approaching or on grade level.**
- **Score on the specialized program rubric should fall in the resource and/or CWC range.**
- **Observations by program principal and/or teacher, school psychologist, and special education coordinator.**
- **Must have an IEP with a behavior goal and SEL resource services.**

- **Include program principal, teacher, special education coordinator, and school psychologist to IEP meetings when proposing change of placement.**
- **Minimal or no progress toward behavior goals on IEP and BIP in current setting.**
- **Active family involvement required for consideration of placement in behavior classroom (daily communication, review daily behavior logs, etc.).**
- **A committee made up of school psychologists, teachers, principal, special education coordinator, and special education director will review student information/data to determine if criterion have been met for potential placement.**

Rainbow Bridge Classroom (Abe Hubert)

- **All prerequisites listed above must be completed prior to consideration for acceptance.**
- **Grades K-4**
- **Special education program**
- **Academic learning approaching or on grade level.**
- **Maximum capacity based on general education classroom availability.**
- **Structured Teach Framework: an evidence-based approach designed to support students with diverse learning needs including those with Autism and other developmental or behavioral challenges. The framework emphasizes the importance of clear and consistent routines, visual supports, work systems, task boxes to enhance learning and promote independence.**
- **Highly structured environment with predictable routines and individualized visual schedules.**
- **Behaviors exhibited include strong preference for routines and predictability, sensory processing differences, challenges with independent work and non-preferred tasks, difficulty with transitions that lead to extreme dysregulation or meltdowns that may include verbal and/or physical aggression. Excessive stimming that impedes the learning in a general education setting of self and/or others.**
- **A committee made up of school psychologists, teachers, principal, special education coordinator, and special education director will review student information/data to determine if criterion have been met for potential placement.**

LEAP (Life Education Activity Program)/Life Skills Program (Alta Brown, Bernadine Sitts Intermediate Center, Horace Good Middle School, Kenneth Henderson Middle School, GCHS)

- **All prerequisites listed above must be completed prior to consideration for acceptance. Students may not have behavior supports including BIPs and direct services with behavior specialists if behavior is not a concern.**
- **Grade level K-12/transition**
- **Special education program**
- **Recommended Rubric score in the range of 21-24 unless the IEP team determines this placement is most appropriate.**
- **Rubric scores in the significant to most significant range in all/most areas.**
- **The school day is split between academic work and life skills activities.**
- **Students generally participate in academic and specials/electives inclusion opportunities.**
- **Placement is an IEP team decision with a school psychologist and special education coordinator included.**
- **Structured Teach Framework: an evidence-based approach designed to support students with diverse learning needs including those with Autism and other developmental or behavioral**

challenges. The framework emphasizes the importance of clear and consistent routines, visual supports, work systems, task boxes to enhance learning and promote independence.

RISE (Reaching Independence through Structured Environments) (Edith Scheuerman, Victor Ornelas, Charles Stones Intermediate Center, GCHS)

- **All prerequisites listed above must be completed prior to consideration for acceptance. Students may not have behavior supports including BIPs and direct services with behavior specialists if behavior is not a concern.**
- **Grade level K-12/transition**
- **Special education program**
- **Recommended rubric score in the range of 25-28 unless the IEP determines this placement is most appropriate.**
- **Rubric scores in the most significant range in all/most areas.**
- **Students generally participate in specials/electives for inclusion.**
- **Focus on functional reading, math, communication skills and daily living skills.**
- **Placement is an IEP team decision with a school psychologist and special education coordinator included.**
- **Structured Teach Framework: an evidence-based approach designed to support students with diverse learning needs including those with Autism and other developmental or behavioral challenges. The framework emphasizes the importance of clear and consistent routines, visual supports, work systems, task boxes to enhance learning and promote independence.**

504 Policy & Procedures

504 Guidelines

Overview:

Section 504 is a civil rights statute aimed at discrimination. Like other statutes such as Title VI (race) and Title IX (gender), Section 504 focuses on discrimination. It prohibits discrimination based on disability.

If a school receives any federal financial assistance, all programs or activities of the school are covered by Section 504 obligations.

No state or federal funding is provided to assist in complying with Section 504. All costs are the obligation of the local school. (Source: Kansas State Department of Education Section 504 ADA: Guidelines for Educators, 1997)

Section 504 states that no qualified person with a disability can be excluded from or denied benefits of any program receiving federal financial assistance. (Source: Kansas: A Parent Guide to Section 504 of the Rehabilitation Act of 1973, 1997)

History of Section 504:

With passage of the Rehabilitation Act of 1973, Congress required that school districts make their *programs and activities accessible and usable to all individuals with disabilities*. Section 504 of the Rehabilitation Act of 1973 was implemented by Congress in 1977. For many years, school districts perceived their main obligation as ensuring physical access to public buildings (i.e., ramps were installed, curbs were cut, elevators were added to multi-level buildings, restroom stalls were enlarged, etc.). Schools were at the same time committed to compliance with special education laws now referred to as the Individuals with Disabilities Education Act (IDEA).

Within the last several years, the Office for Civil Rights (OCR) has become active in assisting school districts in further defining access. *The definition of access means more than physical access; a student may require special accommodations such as modified assignments and/or curricular adaptations in order to benefit from his or her education*. (Source: Kansas: A Parent Guide to Section 504 of the Rehabilitation Act of 1973, 1997)

Who is the 504 Coordinator in Garden City Public Schools?

Gina Galpin, Director of Special Education, 620-805-7141

The Office for Civil Rights
10220 N. Executive Hills Blvd.
Kansas City Missouri 64153-1367
816-880-4250
Fax 816-891-0544

What are Some Differences between Special Education and 504?

	Section 504	Special Education
Type	A Civil Rights Act	An Education Act
Funding	Local Funding	State-Federal-Local Funding
Administration	Section 504 Coordinator	Special Education Director
Service Tool	Accommodations or Services	Individualized Education Program
Disabilities	All disabilities if eligible	13 federal exceptionalities
Parents	Should be involved in all team meetings	Should be involved in all team meetings
Procedural Safeguard	Notice to parents is required	Parent consent and notice required for initial evaluation and placement
Evaluation	An evaluation is necessary before it can be determined if a child is eligible for Section 504 services	An evaluation is necessary before it can be determined if a child is eligible for special education

(Source: Kansas: A Parent Guide to Section 504 of the Rehabilitation Act of 1973, 1997)

DEFINITIONS

Define "Appropriate Education"?

A free public appropriate education is one provided by the public elementary or secondary school, which includes general or special education and related aids and services that:

1. are designed to meet the individual educational needs of a person with a disability as adequately as the needs of nondisabled person are met, and
2. are based upon adherence to evaluation, placement and procedural safeguard requirements. (Source: Kansas: A Parent Guide to Section 504 of the Rehabilitation Act of 1973, 1997)

How Does Section 504 Define "Disability"?

Section 504 of the Rehabilitation Act of 1973 protects persons from discrimination upon their disability status. A person is disabled within the definition of Section 504 if he or she:

- has a mental or physical impairment which sub-substantially limits one or more of a person's major life activities;
- has a record of a physical or mental impairment that substantially limits one or more major life activities;
- or is regarded as having a physical or mental impairment that substantially limits one or more major life activities. (Source: Kansas: A Parent Guide to Section 504 of the Rehabilitation Act of 1973, 1997)

How Is "Major Life Activities" Defined?

Major life activities include functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working. When a condition does not substantially limit a major life activity, the individual does not qualify under Section 504. (Source: Kansas: A Parent Guide to Section 504 of the Rehabilitation Act of 1973, 1997)

How is Substantially Limited Defined?

To determine if a student's disability is substantially limited, the team must consider the severity (intensity) and duration of the disability. The determination of whether or not a disability substantially limits a major life activity is subjective, since 504 does not provide any operational criteria of substantial limitation. (Reid & Katsiyannis 1995). School personnel collectively must use their professional judgment to make this determination by systematically considering the elements associated with substantial limitations. (Patton, 1998) USD 457 will use the Evaluation Data Form in Appendix A to help the team determine if the disability is substantially limited.

How is Timely Manner Defined?

USD 457 defines a timely manner as within 10 calendar days of the 504 staffing procedure. A medical diagnosis may be required to start services.

How is Modification Defined?

A modification is a change in the test administration procedure that in some way changes what is being measured. A student on a modification will not receive a curriculum that is grade level appropriate. (Source: USD 457 SAT Manuel)

How is Accommodation Defined?

An accommodation is a change in instructional and/or assessment procedures so that the assessment results reflect the student's ability with regard to what is being assessed. It does not change what is being measured. Accommodations are effective instructional and assessment practice and used so more students will be included in state and district wide testing. (Source: USD 457 SAT Manuel)

How is Least Restrictive Environment Defined?

The handicapped student should be educated with non-handicapped students to the maximum extent appropriate to the needs of the handicapped student. The handicapped person shall be placed in the regular education environment unless it is demonstrated by the recipient that the education of the person in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily. (34CFR 104.34

(a) Section 504 Law) USD 457 believes that a continuum from least restrictive to most restrictive environment should be followed when considering services.

How is Discriminatory Practices Defined?

A School Discriminates:

1. Denies an individual with disabilities the opportunity to participate in or benefit from an aid or service that is afforded students without a disability.
2. Fails to give the individual with disabilities an equal opportunity to participate in, or benefit from the aid or service that is afforded others.
3. Fails to provide aids or services to the individual with disabilities that are as equally effective as those provided to individuals without disabilities. Note: "Equally effective" means equivalent as opposed to identical. Moreover, to be equally effective, an aid or service need not produce equal results; it must merely afford an equal opportunity to achieve equal results. (Comment to 34CFR 104.4 (b) (2)
4. Provides different or separate aids or services for students with disabilities unless such action is necessary for them to be as effective as the aids, benefits or services provided to other students.
5. Denies a person with disabilities the opportunity to participate as a member of a planning or advisory board strictly because of his/her disability.
6. Otherwise limits the enjoyment of any right, privilege, advantage or opportunity enjoyed by others.
7. In determining the site or location of a facility, makes selections that effectively exclude individuals with disabilities, denies them the benefits of, or otherwise subjects them to discrimination.

Examples of Discrimination:

1. A student with a disability is denied recognition as an honor roll student because one class is in the resource room.
2. A student is expelled from school for misbehavior that is related to his/her disability, without the school district providing a free and appropriate education.
3. The school provides a school day that is shorter in duration than that provided to students without disabilities.
4. The school refuses to allow a student with a disability the opportunity to audition for athletic teams, cheerleading, or other extra-curricular activities.
5. The school denies course credit to a student whose absenteeism is the result of a disability.
6. The school refuses to dispense medication to a student who needs it to benefit from education
7. The high school counselor fails to provide information about the special provisions of the college board examinations to students with disabilities.
8. The school refuses to provide a modified adaptive physical education program for a student who cannot participate in general physical education.
9. The school does not provide an interpreter for a deaf parent to attend a school meeting regarding his/her child.
10. An employee with cancer is assigned work hours that prevent access to chemotherapy treatments.

WHAT ARE A PARENT'S AND STUDENTS RIGHTS FOR 504 IDENTIFICATION, EVALUATION AND PLACEMENT?

The have the right to:

1. Have their child take part in, and receive benefits from, public education programs without discrimination because of his/her disability;
2. Have the school district advise them of your rights under federal law;
3. Receive notice with respect to identification, evaluation, or placement of their child'
4. Have their child receive a free appropriate public education. This includes the right to be educated with students without disabilities to the maximum extent appropriate. It also includes the right to have the school district make accommodations to allow their child an equal opportunity to participate in school and school-related activities;
5. Have their child educated in facilities and receive service comparable to those provided to students without disabilities;
6. Have evaluation, educational and placement decisions made based upon a variety of information sources, and by persons who know the student, the evaluation data, and placement options;
7. Have their child receive special education and related services if he/she is found to be eligible under Section 504 of the Rehabilitation Act.
8. Have transportation provided to and from an alternative placement setting at no greater cost to them than would be incurred if the student were placed in a program operated by the district.
9. Have their child be given an equal opportunity to participate in non-academic and extracurricular activities offered by the district;
10. Examine all relevant records relating to decisions regarding their child's identification evaluation, educational program, and placement;
11. Obtain copies of educational records at a reasonable cost unless the fee would effectively deny them access to the records;
12. Receive a response from the school district to reasonable requests for explanations and interpretations of their child's records;
13. Request amendment of their child's educational records if there is reasonable cause to believe that they are inaccurate, misleading or otherwise in violation of the privacy rights of their child. If the school district refuses this request for amendment, it shall notify them within a reasonable time, and advise them of the right to a hearing.
14. File a 504 grievance if they have a disagreement with the school;
15. Request mediation or an impartial due process hearing related to decisions or actions regarding their child's identification, evaluation, educational program or placement. The parent and the student may take part in the hearing and have an attorney represent them.

Roles of School Personnel

The USD 457 Board of Education:

- will provide a policy on non-discrimination (Appendix B)
- will provide a grievance procedure (Appendix C)
- will provide a hearing procedure (Appendix D)

The Superintendent of Garden City Public Schools:

- will designate a 504 coordinator
- provide an annual notice to parents and student
- provide continuing notice to students/employees

The 504 Coordinator of Garden City Public Schools:

- will coordinate Section 504 Procedures
- will manage Section 504 Grievance Procedures
- provide on-going staff development on 504 policies and procedures, program accommodations and modifications

Building Principals in Garden City Public Schools:

- will be the 504 coordinator for their building or will designate person in building
- make sure facilities are ADA compliant (in conjunction with Director of Plant Facilities)

School Personnel of Garden City Public Schools:

- provide non-discriminatory practices in classrooms
- provide appropriate referral, identification, and evaluation for Section 504's
- encourage parent involvement
- provide program accommodations and modifications as needed

The Law

Eligibility

Section 504 is often referred to as the first civil rights act for individuals with disabilities. Section 504 applies to students, parents, employees, and other individuals with disabilities. The regulations implementing Section 504 have several major areas of emphasis: Subpart B - Employment Practice, Subpart C - program accessibility and Subparts D and E - requirements for preschool, elementary, secondary, and postsecondary education. USD 457 focuses on Subparts B, C, and D. (Source: Kansas State Department of Education Section 504 ADA: Guidelines for Educators, 1997)

Subpart B: Employment Practices

No qualified person shall, on the basis of his/her disability, be subjected to discrimination in employment by any program or activity that receives federal funds or is a public entity.

The school must make reasonable accommodations for qualified applicants or employees with known physical and mental impairments unless the accommodation would impose an undue hardship on the operation of the school's program.

Examples of reasonable accommodations would include: making facilities accessible to and usable by persons with disabilities, job restructuring, part time or modified work schedules, and acquisition or modification of equipment or devices.

The regulations mention the following factors to consider in determining of "Undue Hardship".

The overall size of the school's program with respect to the number of employees, number and type of facilities, and size of budget;

The type of the school's operation, including the composition and structure of its workforce; and

The nature and cost of the accommodation needed.

Subpart C: Program Accessibility

No individual with a disability shall be denied the benefits of, be excluded from participation in, or be otherwise subjected to discrimination under any program or activity because facilities are inaccessible or unusable. Building and program accessibility is applicable to any individual with disabilities accessing any activities or programs in that school building.

The regulation contains two standards to be used in determining whether programs and activities are accessible to individuals with disabilities. One standard deals with "existing" facilities; the other deals with "new" construction. The term "existing facility" means the facility was in existence or in the process of construction before June 3, 1977, the effective date of the regulation. The term "new construction" means groundbreaking that took place on or after the effective date of the regulation. Existing facility under ADA was January 26, 1992.

Leased facilities (mobile units) that are leased or constructed with federal funds are required to meet the standards of new construction. Other leased units are required to meet the standards of existing facilities.

The standard for a facility existing before June 3, 1977 for 504 or January 26, 1992 for ADA, requires that federally assisted programs or activities operated in that facility must, when viewed in their entirety, be readily accessible. This standard does not require that every facility or part be accessible, so long as the program or activity as a whole is accessible. Thus, recipients need not make structural changes to facilities that existed before June 3, 1977 for 504 or before January 26, 1992 ADA, where other alternative methods are effective in making programs and activities accessible, so long as priority consideration is given to offering the services in the most integrated setting appropriate.

One example of an alternative method in a school would be the relocation of classes, activities or services to an accessible site. Facility alteration or new construction is required to achieve program accessibility only if sufficient relocation of classes, activities or services cannot be housed in an existing facility. In meeting the objective of program accessibility, the school must take precautions not to isolate or concentrate students with disabilities in settings away from students without disabilities.

The regulation requires that all new construction began after June 3, 1977 for 504, or January 26, 1992 for ADA, as well as alterations to existing facilities, must be designed and constructed so as to make facilities accessible and usable by individuals with disabilities.

(Source: Kansas State Department of Education section 504 ADA: Guidelines for Educators, 1997)

Subpart D: Requirements for preschool, elementary, middle level, junior high, secondary education and adult education programs.

Preschool, elementary, middle level, junior high, secondary and adult education programs must take into account the needs of qualified persons with disabilities in determining the aid, benefits, or services to be provided under these programs or activities.

The school must provide a free appropriate public education to students with disabilities in its jurisdiction who are eligible under Section 504/ADA. Instruction must be individually designed to meet the needs of those students as adequately as the needs of students without disabilities. This standard of what is "appropriate" does not differ from the IDEA "appropriate" standard which requires the school to design a program reasonably calculated to confer educational benefit. An appropriate education under Section 504 requires that services be effective and equal.

Although Section 504/ADA does not require schools to develop an Individual Education Program with annual goals and objectives, it is required that the school document services and/or accommodations provided for each student eligible under Section 504/ADA*. (See 504 Accommodations and Modifications Documentation Book.)* If the Building Level Support Team (SAT) suspects a need for accommodation, a referral should be made, evaluations conducted, and eligibility determined by a team knowledgeable about the student.

The quality of educational services provided to individuals with disabilities must be equivalent to the services provided to individuals without disabilities. Teachers, administrators, staff, and parents should receive ongoing training in the instruction of individuals with disabilities and be knowledgeable about the disability, appropriate materials and equipment. The Section 504/ADA Coordinator will be responsible to develop and implement staff and parent training.

(Source: Kansas State Department of Education Section 504 ADA: Guidelines for Educators, 1997)

IDENTIFICATION, PLACEMENT and REVIEW Process for 504

Step One: Identification

The school personnel or parent identifies a student or the student can self-identify who needs consultation service and support (Appendix E).

Step Two: Referral

The school personnel or parent refers the student to the Student Assistance Team for consultation and support.

Step Three: Pre-Assessment

1. Pre-assessment activities occur and the Student Assistance Team determines if consideration for special education is appropriate, consideration of 504 is appropriate, or no further referral is needed.
2. A copy of the pre-assessment packet will remain with the Student Assistance Team for follow-up at the end of year.

Step Four: Evaluation

1. The Student Assistance Team will draw information from a variety of sources in the area of concern, assigning persons to collect needed evaluation data. This requires parental consent (Appendix G).
2. The Student Assistance Team or the 504 Coordinator may request a physician's statement on the disability.

Step Five: Staffing

1. The Student Assistance Team chairperson, principal or the designated building 504 coordinator will organize the staffing, using the section 504 Notice of Conference Form (Appendix F). The staffing is made up of the Student Assistance Team Chairperson, teachers that work with the child, other staff members work directly with the child, the parents, the child (optional) and principal or principal designee. Other people may attend the staffing and give opinions but may not vote as to whether a 504 is appropriate or not.

2. The 504 Staffing Committee meets and information is presented in the following order:
   a. An overview is presented by the chairperson or principal, which includes a definition of 504.
   b. Statement from classroom teacher(s) are made
   c. Statement from others that have directly worked with child are made
   d. Statement from SAT pre-assessment and other evaluations
   e. Statement from parent (optional)
   f. Statement from student (optional)
   g. Statement from other people present at staffing (optional)

3. Team determines (decision should be made by consensus) if a 504 is appropriate.
   - If a student is found eligible for a 504, an accommodation plan is developed, using the Evaluation Summary and Accommodation/Services Form (Appendix H). Parental Rights are explained and parental permission obtained but is not required (Appendixes I & J). A team member is assigned the case manager.
   - If a student is not found eligible for a 504 the findings from the staffing should be recorded on the Evaluation Summary form (Appendix H) and signed by all in attendance. Team members are eligible at that time to write differing opinions from the staffing recommendation. The SAT team chairperson will decide if an individualized learning plan is appropriate.

Accommodations and Services for 504

1. Accommodations and services will begin within a reasonable time frame. (See definition of reasonable.)
2. All staff working with a child will document accommodations and services in the 504 Accommodations/Modifications Booklet.
3. All staff members providing services to a student will have a copy of the student's 504 plan and accommodations.

File Records

1. One compliance file is housed in the principal's or designee's office.
2. One compliance file is housed in the coordinator's office.
3. The 504 field on the student information system should be marked by the principal or their designee.
4. Once a student has left a school the file will be personally transported to the next school by parents. Students that leave the district will have their files sent to district 504 Coordinator.
5. Place flag (Appendix L) in the student's cumulative folder while the 504 folder is actually being managed by the 504 coordinators.

Re-evaluation

1. A re-evaluation (Appendix K) of needs to occur periodically as needed and at least once during the school year. The case manager, SAT chairperson, and principal are responsible to make sure this happens.

Please see the 504 handbook for additional information. All forms are located online

504 forms may be found with your building principal

Equal Opportunity Policy

GAAA Equal Opportunity Employment and Nondiscrimination GAAA

The board shall hire its employees on the basis of ability and the district's needs.

The district is an equal opportunity employer and shall not discriminate in its employment practices and policies with respect to hiring compensation, terms, conditions, or privileges of employment because of individual's race, color, religion, sex, age, disability or national origin.

Inquiries regarding compliance may be directed to Deputy Superintendent, 1205 Fleming Street, Garden City, Kansas 67846, telephone (620) 805-7020; or to:

Equal Employment Opportunity Commission
400 State Ave., 9th Floor
Kansas City, KS 66101
(913) 551-5655

or

Kansas Human Rights Commission
900 SW Jackson, Suite 568-S
Topeka, KS 66612-1258
(785) 296-3206

or

United States Department of Education
Office for Civil Rights
One Petticoat Lane
1010 Walnut Street, Suite 320
Kansas City, Missouri 64106

Adopted: 6/15/92
Revised: 7/19/93; 6/15/98; 9/7/04; 8/21/06; 12/7/09; 7/28/14; 3/7/16

504 Student

Date

Grade

Student

School

Print on **red** paper and place in student's cumulative folder while the 504 folder is actually being managed by the 504 coordinators.

Forms

YEAR END CHECK OUT SHEET

_____ A SAT member is to ensure that flagging students in Skyward, and tagging students in EduClimber was completed for all SAT students.

_____ Every file should contain:

1. _____ Current copy of active ILP (ILP should be no older than the current school year)

2. _____ All pertinent documentation on the student.

    - ☐ Problem Identification
    - ☐ Observation
    - ☐ Scores, etc.

_____ A SAT member is to ensure that flagging students in Skyward, and tagging students in EduClimber was removed for all students no longer receiving SAT services.

Receiving Contact Person:_____
(sending school fills this in)

_____
(receiving contact person signature)

Notice to Secretary

SAT Status Change

School _____

Student _____

Grade _____ ID# _____

Teacher _____

Please make a change in Skyward to the following:

_____ No – SAT

_____ Yes – SAT

Change made by _____
(Signature)

Please return completed form to SAT, for file records.

Thank you,
The Student Assistant Team

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Steve Nordby, Assistant Superintendent
DATE: June 23, 2026
RE: BLUE CROSS AND BLUE SHIELD OF KANSAS - PATHWAYS TO A HEALTHY KANSAS INITIATIVE - YOUTH PHYSICAL ACTIVITY PACKAGE - USD 457 - SIXTH GRADE AFTER-SCHOOL INTRAMURAL PROGRAM

ISSUE:

The Board of Education is asked to consider and approve the implementation of 6th grade intramurals at Bernadine Sitts and Charles Stones Intermediate Centers in partnership with Blue Cross Blue Shield and the Pathways to a Healthy Kansas Initiative Grant.

BACKGROUND:

Garden City Public Schools (USD 457), in partnership with LiveWell Finney County and the Blue Cross and Blue Shield of Kansas Pathways to a Healthy Kansas Initiative, proposes the implementation of a comprehensive after-school intramural program designed specifically for sixth-grade students attending Bernadine Sitts Intermediate Center and Charles Stones Intermediate Center.

The program will provide structured, no-cost physical activity opportunities that increase access to exercise. The program is intended to reduce barriers that often prevent youth participation in traditional sports, including cost, transportation, skill level, and limited opportunities for recreational play.

Community engagement activities conducted through the Pathways initiative identified a need for additional physical activity opportunities for middle-grade youth. This proposal responds directly to that need by creating a school-based, inclusive program focused on participation, skill development, and fun.

ALTERNATIVES:

Approve the implementation of 6th grade intramurals as proposed.

Deny the implementation of 6th grade intramurals as proposed.

RECOMMENDATION:

Administration recommends that the Board of Education consider and approve implementation of 6th grade intramurals in partnership with Blue Cross Blue Shield and the Pathways to a Healthy Kansas Initiative Grant.

FISCAL NOTE:

No cost to USD457. If approved, we would apply for and accept a noncompetitive Pathways Implementation Grant in an amount not to exceed $25,000, and carry out the project as described in the attached Sixth Grade After-School Intramural Program Overview.

ATTACHMENTS:

Proposal Overview

USD 457 Pathways YPA Resolution (July 2026)

BLUE CROSS AND BLUE SHIELD OF KANSAS

PATHWAYS TO A HEALTHY KANSAS INITIATIVE
YOUTH PHYSICAL ACTIVITY PACKAGE
USD 457 GARDEN CITY PUBLIC SCHOOLS
SIXTH GRADE AFTER-SCHOOL INTRAMURAL PROGRAM

Included Schools:

Bernadine Sitts Intermediate Center
Charles Stones Intermediate Center

PROPOSAL OVERVIEW

Garden City Public Schools (USD 457), in partnership with LiveWell Finney County and the Blue Cross and Blue Shield of Kansas Pathways to a Healthy Kansas Initiative, proposes the implementation of a comprehensive after-school intramural program designed specifically for sixth-grade students attending Bernadine Sitts Intermediate Center and Charles Stones Intermediate Center.

The program will provide structured, no-cost physical activity opportunities that increase access to exercise. The program is intended to reduce barriers that often prevent youth participation in traditional sports, including cost, transportation, skill level, and limited opportunities for recreational play.

Community engagement activities conducted through the Pathways initiative identified a need for additional physical activity opportunities for middle-grade youth. This proposal responds directly to that need by creating a school-based, inclusive program focused on participation, skill development, and fun.

PROGRAM PURPOSE

The purpose of the Sixth Grade After-School Intramural Program is to:

- Increase physical activity among sixth-grade students.
- Provide equitable access to physical activity opportunities.

TARGET POPULATION

Primary Population:
All sixth-grade students attending Bernadine Sitts Intermediate Center and Charles Stones Intermediate Center.

A Spring 2026 Youth Physical Activity Survey received 49 total responses from parents of 4th, 5th, and 6th grade students. The survey was available in English and Spanish languages. Parents identified the top barriers to participation as the cost of sports, scheduling conflicts and lack of organized activities for specific sports.

A free, school-based after-school athletics program focused on soccer, basketball, and track and field would fit many of the needs identified by families. These activities were among the top interests selected by parents and would help remove key barriers by offering convenient, no-cost opportunities for students to be active after school.

PROGRAM GOALS

Goal 1:
Increase access to free, structured physical activity opportunities for sixth-grade students.

Goal 2:
Increase the number of students participating in regular physical activity outside of physical education classes.

Goal 3:
Establish a sustainable intramural program that can continue beyond Pathways funding and transition to middle school when sixth grade moves from intermediate school to junior high school in 2028.

PARTICIPATION TARGETS

The program will serve an estimated 75–150 unique sixth-grade students annually across both intermediate centers.

Students may participate in one season or multiple seasons throughout the school year.

PROGRAM STRUCTURE

The program will operate throughout the school year and will be provided at no cost to participants.

Schedule:
Two days per week (Tuesdays and Thursdays)

Time:
Immediately after school until approximately 5:00 p.m.

Locations:
• Bernadine Sitts Intermediate Center
• Charles Stones Intermediate Center
• USD 457 athletic facilities

TRANSPORTATION

Students will remain at school immediately following dismissal. Parents will be responsible for transportation from after school programming and students must be picked up by 5:15 pm.

SPORTS SEASONS

FALL SEASON (September-November)
Soccer Intramurals

Activities (multiple stations, small groups of 4-6, continuous activity):

- Skill development
- Small-sided games
- Team competitions
- End of season Soccer festival event

WINTER SEASON (January-March)
Basketball Intramurals

Activities (multiple stations, small groups of 4-6, continuous activity):

- Skill development
- Shooting challenges
- Team competitions
- Basketball showcase tournament

SPRING SEASON (March-May)
Track and Field Intramurals

Activities (multiple stations, small groups of 4-6, continuous activity):

- Running events
- Relay races
- Jumping activities
- Throwing activities
- End-of-season track meet

DAILY PROGRAM FORMAT

Each session will include:

Healthy Snack and Hydration (15 minutes)

Students will receive a healthy snack and water prior to activity.

Examples:

- Fresh fruit
- Granola bars
- String cheese
- Whole grain snacks
- Water

Warm-Up Activities (10 minutes)

Activities include:

- Dynamic stretching
- Mobility exercises
- Agility drills
- Injury prevention exercises

Skill Development (20 minutes)

Students will learn sport-specific skills through fun, age-appropriate activities.

Game Play and Physical Activity (45 minutes)

Students will participate in:

- Team activities
- Skill challenges
- Small-group competitions
- Recreational games

Cool Down and Reflection (10 minutes)

PROGRAM FEATURES

Inclusive Participation

This program is intentionally designed as a non-cut program. Every interested sixth-grade student will have an opportunity to participate regardless of athletic ability, experience level, or previous sports participation.

ACADEMIC AND BEHAVIOR EXPECTATIONS

Students must:

- Maintain satisfactory academic progress.
- Demonstrate positive behavior.
- Attend regularly.
- Follow program expectations.

Students with significant disciplinary concerns may be temporarily suspended from participation until expectations are met.

INTER-SCHOOL EVENTS

To increase excitement and school spirit, students from Bernadine Sitts and Charles Stones will participate in seasonal showcase events.

Examples include:

Fall Soccer Festival

Winter Basketball Showcase

Spring Track and Field Fun Meet

These events will focus on participation, sportsmanship, and celebration of accomplishments rather than highly competitive outcomes.

STAFFING

The program will be supervised by:

- USD 457 teachers
- School administrators
- Paraprofessionals
- High school coaches
- High school student mentors (under age 18)

EQUIPMENT

Funding will support the purchase of equipment including:

Soccer
- Soccer balls
- Goals
- Cones

Basketball
- Basketballs
- Training equipment
- Jerseys

Track and Field
- Relay batons
- Agility ladders
- Timing equipment
- Training equipment

General Program Equipment
- First aid kits
- Water coolers
- Healthy snacks

EVALUATION PLAN

Program success will be measured through:

Participation Tracking

- Number of students enrolled
- Attendance records
- Minutes of Physical Activity
- Repeat participation

Family Feedback

- Parent surveys

Outcome Measures

The program aims to achieve:

- 150–200 students participating annually.

COMMUNICATIONS PLAN

Program promotion will occur through:

- School newsletters
- Parent communication platforms
- Social media
- School websites
- Student announcements
- Community partner communications

Success stories and program accomplishments will be shared throughout the year to encourage participation and celebrate student achievements.

SUSTAINABILITY

The Sixth Grade After-School Intramural Program is intended to become a long-term component of USD 457's student wellness efforts. Programs will transition to middle school when sixth grade transitions to new building in fall 2028.

Sustainability strategies include:

- Integration into district after-school programming.
- Ongoing collaboration with LiveWell Finney County.
- Utilization of existing district facilities.
- Partnerships with community organizations.
- Future grant and sponsorship opportunities.

CONCLUSION

The Sixth Grade After-School Intramural Program will provide equitable access to physical activity opportunities for Garden City youth while promoting health through soccer, basketball,

and track and field intramurals, students will gain skills and increase physical activity minutes while advancing the goals of the Blue Cross and Blue Shield of Kansas Pathways to a Healthy Kansas Initiative.

RESOLUTION NO. 2026-011

A RESOLUTION AUTHORIZING THE SUPERINTENDENT TO TAKE ACTIONS NECESSARY TO COMPLETE MINIMUM REQUIREMENTS MAKING THE UNIFIED SCHOOL DISTRICT 457 GARDEN CITY PUBLIC SCHOOLS ELIGIBLE TO RECEIVE A NONCOMPETITIVE IMPLEMENTATION GRANT FOR THE PATHWAYS TO A HEALTHY KANSAS YOUTH PHYSICAL ACTIVITY PACKAGE:

WHEREAS, the Unified School District 457 Garden City Public Schools (USD 457) signed a Youth Physical Activity Package Pledge on January 13, 2026 to explore a partnership with Finney County Community Health Coalition, a/k/a LiveWell Finney County **(**LiveWell Finney County), and the Pathways to a Healthy Kansas Blue Cross Blue Shield of Kansas initiative (Pathways) to expand structured, youth-focused physical activity programs for USD 457 sixth grade students;

WHEREAS, the USD 457 provides educational services to sixth grade students attending the Bernadine Sitts Intermediate Center and Charles Stones Intermediate Center;

WHEREAS, the USD 457 will be transitioning sixth grade students from the Intermediate Centers to Middle Schools the fall of 2028;

WHEREAS, there is an opportunity to prepare physical activity offerings for sixth grade students between 2026-2027 through a pilot sixth grade after school intramural physical activity program prior to the 2028 school restructure;

WHEREAS, the USD 457 is seeking to develop and implement a sixth grade after school intramural program to provide structured, no-cost physical activity opportunities that increase access to exercise, build confidence, strengthen peer relationships, support positive mental health, and encourage lifelong healthy habits;

WHEREAS, the program is intended to reduce barriers that often prevent youth participation in traditional sports, including cost, transportation, skill level, and limited opportunities for recreational play;

WHEREAS, the USD 457 will require adults involved in implementing the sixth grade after school intramural program to complete an adult background check that complies with Kansas State Law as indicated in Kansas Department of Health and Environment (KDHE) Frequently Asked Questions Regarding Background Checks (attached);

WHEREAS, the USD 457 will ensure that the sixth grade after school intramural program is tobacco and vape free and complies with the JCDAA Tobacco and Nicotine Delivery Devices Policy;

WHEREAS, the USD 457 is eligible for a noncompetitive implementation grant of up to $25,000 through Pathways to develop and implement a Youth Physical Activity initiative once the USD 457 meets minimum requirements as outlined in the Pathways Pledge.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE USD 457, AS FOLLOWS:

SECTION 1: The Governing Body of the USD 457 adopts the above recitals as their findings.

SECTION 2: The Superintendent, or their designees, is further authorized to apply for and accept a noncompetitive Pathways Implementation Grant in an amount not to exceed $25,000, and to carry out the project as described in the attached Sixth Grade After-School Intramural Program Overview.

SECTION 3: The Governing Body of the USD 457 directs and authorizes the Superintendent, or any of that person's designees, to act on behalf of the USD 457 and work with USD 457 officials, LiveWell Finney County, and representatives from Pathways to execute any agreements, contracts, or other policies needed to fulfill the minimum requirements of the Youth Physical Activity package and apply for an implementation grant.

SECTION 4: This resolution shall be in full force and effect from its adoption.

PASSED AND ADOPTED by the Governing body of the USD 457, this _____ day of July, 2026.

USD 457

_____
USD 457 School Board President

Attest: _____
Jennifer Ramos, Board Clerk

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Brandon Anderson, Director of Plant Facilities
DATE: 06/30/2026
RE: **Consider and Act on Bids received for Horace Good Re-Roof of areas G & J and authorize Plant Facilities Director to sign the contract for the job.**

ISSUE & BACKGROUND:

Under our Master Agreement with GMCN as our Architect of Record we approved proposed Service Order #3 back in January. This project was to re-roof areas B & C at Georgia Matthews Elementary with an estimated budget of $575,000.

During the design phase it was realized that this project would have been a complete tear off as it was found that the gypsum decking was saturated with moisture. During further inspection it was then found that a lot of conduit and infrastructure was anchored to the gypsum deck and this would have made this project escalate in price and because of the need to remodel it would not be able to fit into the summertime project window.

We then shifted focus on areas G and J for re-roof at Horace Good. These areas are listed on the Long-Range Plan and similar in size to the Georgia Matthews project. We bid these areas out and received 4 bids for review and consideration.

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

ALTERNATIVES:

1. Take No Action
2. Accept Lowest Resonsible Base Bid (Section G) Band Hall of $97,500
3. Accept Lowest Responsible Base Bid (Section G) Band Hall and Alternate Bid (Section J) Lower Library Roof and Classrooms of $258,300

RECOMMENDATION:

Staff's recommendation would be to approve the lowest responsible bid from D.V. Douglass, Garden City, KS for the base bid and the alternate with a total bid price of $258,300 and authorize the Director of Plant Facilities to sign the contract.

FISCAL NOTE:

The original budget figure in the LRP for the Georgia Matthews Roof was $575,000.

If approved the work would be during the Fall school session. We would create a work zone between the 2 areas and keep students and staff out of the construction zone.

ATTACHMENTS:

Original Service Order #3
HG Re-Roof Bid Evaluation
Weathercraft Bid
Diamond Roofing Bid
DV Douglass Bid
Meridian Roofing Bid

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Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 03 made as of the Nineteenth day of December in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

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

Garden City Schools U.S.D. 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)

Georgia Matthews Re-Roof Area B & C
111 Johnson
Garden City, KS 67846-4437

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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4 COMPENSATION

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7 ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

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

Complete tear off and replacement of roof areas B & C.

§ 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.

§ 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

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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.

§ 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.

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§ 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.

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

§ 2.1.1.5 Construction Phase Services

§ 2.1.1.5.1 General

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

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

§ 2.1.1.5.2 Evaluations of the Work

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

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

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

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

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

§ 2.1.1.5.3 Certificates for Payment to Contractor

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

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

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

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

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

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

§ 2.1.1.5.5 Changes in the Work

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

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the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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

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

§ 2.1.2 Additional Services

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

.1 Commencement of construction date:

To be Determined

.2 Substantial Completion date:

To be Determined

ARTICLE 4 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

Twenty-One Thousand Five Hundred Dollars ($21,500.00)

.2 Percentage Basis
(Insert percentage value)

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

.3 Other
(Describe the method of compensation)

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

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

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§ 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

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
Garden City Schools U.S.D. 457
1205 Fleming Street
Garden City, KS 67846-4751
banderson1@gckschools.com

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

Clark Simpson
GMCN Architects, Inc.
115 E. Laurel St.
Garden City, KS 67846
620-276-3244
csimpson@gmcnarchitects.com

ARTICLE 7 ATTACHMENTS AND EXHIBITS

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

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

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

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

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

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OWNER *(Signature)*

Brandon Anderson PF Director

(Printed name and title)

ARCHITECT *(Signature)*

BY: R Clark Simpson, Senior Principal Architect

(Printed name, title, and license number if required)

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Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 14 made as of the Eighth day of June 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)

Horace Good Re-Roof Area 'J'
1412 N. Main St.
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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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.)

Re-Roof of area 'J'

§ 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.

§ 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

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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.

§ 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.

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

§ 2.1.1.4 Procurement Phase Services

§ 2.1.1.4.1 General

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

§ 2.1.1.4.2 Competitive Bidding

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

§ 2.1.1.4.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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

§ 2.1.1.4.3 Negotiated Proposals

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

§ 2.1.1.4.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

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

§ 2.1.1.5 Construction Phase Services

§ 2.1.1.5.1 General

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

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requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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

§ 2.1.1.5.2 Evaluations of the Work

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

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

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

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

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

§ 2.1.1.5.3 Certificates for Payment to Contractor

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

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from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 2.1.1.5.4 Submittals

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

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

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

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

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

§ 2.1.1.5.5 Changes in the Work

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

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BF 6-9-26

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

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

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

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

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

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

§ 2.1.2 Additional Services

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

.1 Commencement of construction date:

To be Determined

.2 Substantial Completion date:

To be Determined

ARTICLE 4 COMPENSATION

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

.1 Stipulated Sum
(Insert amount)

Twelve Thousand Two Hundred Fifty Dollars ($12,250.00)

.2 Percentage Basis
(Insert percentage value)

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

.3 Other
(Describe the method of compensation)

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§ 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

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
Garden City Schools USD 457
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.)

Clark Simpson
GMCN Architects, Inc.
115 E. Laurel St.
Garden City, KS 67846
620-276-3244
csimpson@gmcnarchitects.com

ARTICLE 7 ATTACHMENTS AND EXHIBITS

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

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

.2 Other Exhibits incorporated into this Agreement:

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BA 6-9-26

(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)*
Brandon Anderson	BY: R Clark Simpson, Senior Principal Architect
(Printed name and title)	*(Printed name, title, and license number if required)*

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BA

Bid Tabulation for

Horace Good Re-Roof Area G & J

USD #457 Garden City Schools

Tuesday, June 30, 2026

	Diamond Dodge City, KS	DV Douglass Garden City, KS	Meridian Topeka, KS	Weathercraft Garden City, KS	
Base Bid	$105,800.00	$97,500.00	$103,347.00	$119,135.00	
Alternate Price					
A-1: Roof Area J	$169,900.00	$160,800.00	$181,557.00	$174,300.00	
Unit Prices					
U-1: Wood Blocking	$8.00	$7.00	$5.00	$4.25	
U-2: Metal Deck	$30.00	$30.00	$15.00	$56.00	
Calendar Days Base Bid	60	75	60	100	
Calendar Days Base Bid & Alternate	90	90	60	150	
Number of Addenda Received	2	2	2	2	
Bid Bond	Yes	Yes	Yes	Yes	
Base Bid	$105,800.00	$97,500.00	$103,347.00	$119,135.00	
Base Bid Plus Alternate 1	$275,700.00	$258,300.00	$284,904.00	$293,435.00	

SECTION 00 41 13 - BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

BID INFORMATION

1.01 BIDDER: Diamond Roofing.

A. Project Name: USD 457 Horace Good Re-Roof Area G

B. Project Location:
   1. 121 W Walnut St., Garden City, Kansas.

C. Owner: Garden City Unified School District #457 Board of Education.

D. Architect: GMCN Architects, Inc.

E. Architect Project Number: 202606

1.02 **CERTIFICATIONS AND BASE BID**

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
   1. One hundred five thousand, eight hundred. Dollars ($105,800 ~~=~~).

1.03 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above:
   1. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:
   1. Plumbing Work: Tate.
   2. HVAC Work: Tate.
   3. Electrical Work: _____.

1.05 TIME OF COMPLETION

A. If this Bid is accepted we will:

B. Complete the Base Bid Work in 60 calendar days from Notice to Proceed Date. (Bidder to enter number of days.)

C. Complete the Total Work (Base bid and Alernate Bid) in 90 calendar days from Notice to Proceed Date. (Bidder to enter number of days.)

1.06 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
   1. Addendum No. 1, dated 6-12-2026.
   2. Addendum No. 2, dated 6-22-2026.
   3. Addendum No. 3, dated _____.
   4. Addendum No. 4, dated _____.

1.07 ALTERNATE BIDS

A. The undersigned agrees, if awarded the contract, to perform the work of any Alternate Bids selected by the Owner according to the same contract amount to be adjusted for each Alternate Bid accepted as follows:

B. **ALTERNATE BID NO. A-1**: Shall consist of complete removal and replacemnt existing roofing system and all other work at Area J:
   1. One hundred sixty-nine thousand, nine hundred Dollars ($169,900.00).
   2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 45 days after the contract has been signed.

1.08 UNIT PRICES

A. The following are Unit Prices for specific portions of the Work as listed:

B. U-1 Removal and replacement of any unsuitable wood blocking with new blocking per Section 06100, including disposal off site.
   1. $8.00 Per LF.

C. U-2 Removal and replacement of any unsuitable metal deck, including disposal off site.
   1. $30.00 Per SF.

1.09 CHANGES TO THE WORK

A. Changes in the Work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to that Work included in the Bid, namely:
   1. Contractor Work performed by his own forces:
      O&P 15 % Not-to-Exceed 15%
   2. Contractor Work performed by other than his own forces:
      O&P 10 % Not-to-Exceed 10%
   3. Subcontractor Work performed by his own forces:
      O&P 10 % Not-to-Exceed 10%
   4. Subcontractor Work performed by other than his own forces:
      O&P 5 % Not-to-Exceed 5%

5. Percentages for overhead and profit will not be allowed on bond premiums.

1.10 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.
   1. Bid Form Supplement - Bid Bond Form (AIA Document A310)

1.11 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Finney County and Garden City, Kansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.12 SUBMISSION OF BID

A. Respectfully submitted this 30th day of June, 2026.
B. Submitted By: Gwaltney LLC, DBA Diamond Roofing
C. (Name of bidding firm or corporation)
D. Authorized Signature: Skyler Wissman
E. (Handwritten signature)
F. Signed By: Skyler Wissman
G. (Type or print name)
H. Title: Vice President
I. (Owner/Partner/President/Vice President)
J. Witness By:
K. (Handwritten signature)
L. Attest:
M. (Handwritten signature)
N. Shala Puntenney
O. (Type or print name)
P. Title: Office Manager
Q. (Corporate Secretary or Assistant Secretary)
R. Street Address: 1630 E. Fulton Plaza
S. City, State, Zip Garden City, KS 67846
T. Phone: 620-315-4240
U. License No.: 23-009860
V. Federal ID No.: 48-0883612

1.13 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113

GRANITE RE, INC.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Gwaltney LLC dba Diamond Roofing

100 E McArtor Rd., Dodge City, KS 67801

as principal, hereinafter called the Principal, and

Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of Oklahoma as Surety, hereinafter called the Surety, are held and firmly bound unto USD 457 Garden City Board of Education

as Obligee, hereinafter called the Obligee, in the sum of

5 Percent of the Bid Amount, Dollars ($ 5%----------)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Project: Fleece Back TPO recover 7200 Sq. Ft.

Bid Date: 6/30/2026

The conditions of this Bond are such that if the Obligee accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Obligee and Principal, and the Principal either (1) enters into a contract with the Obligee in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Obligee, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Obligee the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of June, 2026.

Gwaltney LLC dba Diamond Roofing

Witness

Title (Seal)

Granite Re, Inc.

Attorney in Fact Kyle Shipley (Seal)

GR0614-2

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

LARRY A. CASPERS; JAMES G. BRAUN; JOHN B. SOLIDA; ANDREW A. RUPP; SHIRLEY A. BOLLIG; JOLENE COOPER; VIRGINIA R. DREILING; LORI ANTRIM; MELISSA DENNING-DICK; COLLEEN KUHN; ROSE MEYERS; MICHELLE ZOOK; SHANNON CHAFFIN; LORI MEIER; KYLE SHIPLEY; STEPHANIE TEMPLE; DYLAN FLEGLER; CRYSTAL COMBS; SHELLY PEACOCK; KIMBERLY GABEL; ROBYNN HICKERT its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

LARRY A. CASPERS; JAMES G. BRAUN; JOHN B. SOLIDA; ANDREW A. RUPP; SHIRLEY A. BOLLIG; JOLENE COOPER; VIRGINIA R. DREILING; LORI ANTRIM; MELISSA DENNING-DICK; COLLEEN KUHN; ROSE MEYERS; MICHELLE ZOOK; SHANNON CHAFFIN; LORI MEIER; KYLE SHIPLEY; STEPHANIE TEMPLE; DYLAN FLEGLER; CRYSTAL COMBS; SHELLY PEACOCK; KIMBERLY GABEL; ROBYNN HICKERT may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 29th day of June, 2026.

Kyle P. McDonald, Assistant Secretary

GR0800-1

SECTION 00 41 13 - BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

BID INFORMATION

1.01 BIDDER: DV Douglass Roofing, Inc.

A. Project Name: USD 457 Horace Good Re-Roof Area G

B. Project Location:
   1. 121 W Walnut St., Garden City, Kansas.

C. Owner: Garden City Unified School District #457 Board of Education.

D. Architect: GMCN Architects, Inc.

E. Architect Project Number: 202606

1.02 **CERTIFICATIONS AND BASE BID**

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
   1. Ninety-seven thousand five hundred Dollars ($ 97,500.00).

1.03 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above:
   1. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:
   1. Plumbing Work: Tatro.
   2. HVAC Work: Tatro.
   3. Electrical Work: _____.

1.05 TIME OF COMPLETION

A. If this Bid is accepted we will:

B. Complete the Base Bid Work in 75 calendar days from Notice to Proceed Date. (Bidder to enter number of days.)

C. Complete the Total Work (Base bid and Alernate Bid) in 90 calendar days from Notice to Proceed Date. (Bidder to enter number of days.)

1.06 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
   1. Addendum No. 1, dated 6/12/2026.
   2. Addendum No. 2, dated 6/22/2026.
   3. Addendum No. 3, dated _____.
   4. Addendum No. 4, dated _____.

1.07 ALTERNATE BIDS

A. The undersigned agrees, if awarded the contract, to perform the work of any Alternate Bids selected by the Owner according to the same contract amount to be adjusted for each Alternate Bid accepted as follows:

B. **ALTERNATE BID NO. A-1**: Shall consist of complete removal and replacemnt existing roofing system and all other work at Area J:
   1. one hundred sixty thousand eight hundred Dollars ($ 160,800).
   2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 45 days after the contract has been signed.

1.08 UNIT PRICES

A. The following are Unit Prices for specific portions of the Work as listed:

B. U-1 Removal and replacement of any unsuitable wood blocking with new blocking per Section 06100, including disposal off site.
   1. $ 7.00 Per LF.

C. U-2 Removal and replacement of any unsuitable metal deck, including disposal off site.
   1. $ 30.00 Per SF.

1.09 CHANGES TO THE WORK

A. Changes in the Work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to that Work included in the Bid, namely:
   1. Contractor Work performed by his own forces:
      O&P 15 % **Not-to-Exceed 15%**
   2. Contractor Work performed by other than his own forces:
      O&P 10 % **Not-to-Exceed 10%**
   3. Subcontractor Work performed by his own forces:
      O&P 10 % **Not-to-Exceed 10%**
   4. Subcontractor Work performed by other than his own forces:
      O&P 5 % **Not-to-Exceed 5%**

5. Percentages for overhead and profit will not be allowed on bond premiums.

1.10 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.
   1. Bid Form Supplement - Bid Bond Form (AIA Document A310)

1.11 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Finney County and Garden City, Kansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.12 SUBMISSION OF BID

A. Respectfully submitted this 30th day of June, 2026.
B. Submitted By: DV Douglass Roofing, Inc.
C. (Name of bidding firm or corporation)
D. Authorized Signature: John Minet
E. (Handwritten signature)
F. Signed By: John Minet
G. (Type or print name)
H. Title: Project Manager
I. (Owner/Partner/President/Vice President)
J. Witness By:
K. (Handwritten signature)
L. Attest:
M. (Handwritten signature)
N.
O. (Type or print name)
P. Title:
Q. (Corporate Secretary or Assistant Secretary)
R. Street Address: 1215 W Mary St
S. City, State, Zip Garden City, KS 67846
T. Phone: 620-276-7474
U. License No.: 13-116302
V. Federal ID No.: 48-0865016

1.13 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113

emc INSURANCE

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, D.V. Douglass Roofing, Inc.

1215 W Mary St., Garden City, KS 68746

as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to do business in the State of Kansas

_____, as Surety, are held and firmly bound unto the

Horace Good Middle School, 1412 N Main St, Garden City, KS 67846

as obligee, in the sum of Five Percent of Bid (5%)

_____ DOLLARS, lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:

Roof Removal and Replacement

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of such proposal or bid and award and shall give bond for the faithful performance thereof, with the EMPLOYERS MUTUAL CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated this 30th day of June, 20 26.

Shealene Bauer
Witness

D.V. Douglass Roofing, Inc
Principal
By: Aaron Douglass
Aaron Douglass

Employers Mutual Casualty Company
Surety
By: Laura O'Neal
Attorney-in-Fact
Laura O'Neal

Questions regarding this bond should be directed to the EMC H.O. Bond Department at 515-345-2689.

7007.4 (07-14)

emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Laura O'Neal

Its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

Seals

SEAL 1863 1953 SEAL SEAL SEAL

AMY DANIEL
Commission Number 866839
My Commission Expires
August 13, 2028

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025, are true and correct and are still in full force and effect.
In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 30th day of June, 2026.

Vice President

SECTION 00 41 13 - BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

BID INFORMATION

1.01 BIDDER: Meridian Roofing Solutions.

A. Project Name: USD 457 Horace Good Re-Roof Area G

B. Project Location:
   1. 121 W Walnut St., Garden City, Kansas.

C. Owner: Garden City Unified School District #457 Board of Education.

D. Architect: GMCN Architects, Inc.

E. Architect Project Number: 202606

1.02 **CERTIFICATIONS AND BASE BID**

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
   1. One Hundred Three Thousand Three Hundred Forty Seven Dollars ($ 103,347.00).

1.03 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above:
   1. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:
   1. Plumbing Work: Tatro.
   2. HVAC Work: Tatro.
   3. Electrical Work: _____.

1.05 TIME OF COMPLETION

A. If this Bid is accepted we will:

B. Complete the Base Bid Work in 60 calendar days from Notice to Proceed Date. (Bidder to enter number of days.)

C. Complete the Total Work (Base bid and Alernate Bid) in 60 calendar days from Notice to Proceed Date. (Bidder to enter number of days.)

1.06 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
   1. Addendum No. 1, dated 6/12/26.
   2. Addendum No. 2, dated 6/22/26.
   3. Addendum No. 3, dated _____.
   4. Addendum No. 4, dated _____.

1.07 ALTERNATE BIDS

A. The undersigned agrees, if awarded the contract, to perform the work of any Alternate Bids selected by the Owner according to the same contract amount to be adjusted for each Alternate Bid accepted as follows:

B. **ALTERNATE BID NO. A-1**: Shall consist of complete removal and replacemnt existing roofing system and all other work at Area J:
   1. One Hundred Eighty One Thousand Five Hundred Fifty Seven Dollars ($ 181,557.00).
   2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 45 days after the contract has been signed.

1.08 UNIT PRICES

A. The following are Unit Prices for specific portions of the Work as listed:

B. U-1 Removal and replacement of any unsuitable wood blocking with new blocking per Section 06100, including disposal off site.
   1. $ 5.00 Per LF.

C. U-2 Removal and replacement of any unsuitable metal deck, including disposal off site.
   1. $ 15.00 Per SF.

1.09 CHANGES TO THE WORK

A. Changes in the Work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to that Work included in the Bid, namely:
   1. Contractor Work performed by his own forces:
      O&P 15 % **Not-to-Exceed 15%**
   2. Contractor Work performed by other than his own forces:
      O&P 10 % **Not-to-Exceed 10%**
   3. Subcontractor Work performed by his own forces:
      O&P 10 % **Not-to-Exceed 10%**
   4. Subcontractor Work performed by other than his own forces:
      O&P 5 % **Not-to-Exceed 5%**

5. Percentages for overhead and profit will not be allowed on bond premiums.

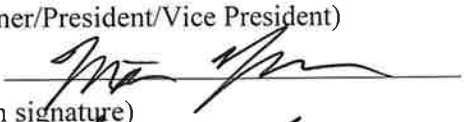
1.10 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.
   1. Bid Form Supplement - Bid Bond Form (AIA Document A310)

1.11 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Finney County and Garden City, Kansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.12 SUBMISSION OF BID

A. Respectfully submitted this 30th day of June, 2026.
B. Submitted By: Meridian Roofing Solutions
C. (Name of bidding firm or corporation)
D. Authorized Signature: 
E. (Handwritten signature)
F. Signed By: Keith Richards
G. (Type or print name)
H. Title: Co-Owner
I. (Owner/Partner/President/Vice President)
J. Witness By: 
K. (Handwritten signature)
L. Attest: 
M. (Handwritten signature)
N. SHAWN MYERS
O. (Type or print name)
P. Title: GM
Q. (Corporate Secretary or Assistant Secretary)
R. Street Address: 1275 SW Topeka Blvd
S. City, State, Zip Topeka, KS 66612
T. Phone: 785-260-1277
U. License No.: 13-116686
V. Federal ID No.: 46-1240808

1.13 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113

BID BOND

WESTERN NATIONAL INSURANCE

KNOWN ALL BY THESE PRESENTS, That we, Meridian Roofing Solutions LLC, as Principal, and Western National Mutual Insurance Company, as Surety, are held and firmly bound unto USD 457 Garden City Schools 1205 Fleming Street Garden City, KS 67846, as Obligee, in the sum of 5% of bid Dollars (5% of bid) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for New TPO Roofing System and Sheet Metal Horace Good Middle School – Section G Reroof 1412 N. Main Street Garden City, KS 67846 ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 25th day of June, 2026.

Meridian Roofing Solutions LLC
(Principal)

By: _____

Western National Mutual Insurance Company

By: _____
Alexis Ribordy, Attorney-in-Fact

WESTERN NATIONAL

The relationship company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: **Derek Rowe, Alexis Ribordy, Anne Wardner, Greg Fankhauser, Jake Wyer**

(Peoples Insurance Group - #9620)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds),** as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 Dollars ($7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 5th day of December, 2023.

Jennifer A. Young, Secretary

SEAL

Mark S. Hewitt, Vice President, Surety

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 5th day of December, 2023, personally came before me, Jennifer A. Young and Mark S. Hewitt and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

DEENA ANJALI ENTRIKIN
NOTARY PUBLIC
MINNESOTA
My Commission Expires 1/31/2029

Deena Anjali Entrikin, Notary Public
My commission expires January 31, 2029

CERTIFICATE

I, the undersigned, Secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Edina, MN this 25th day of June, 2026

Jennifer A. Young, Secretary

SEAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/25/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER World Insurance Associates, LLC 534 S. Kansas Ave., Suite 710 Topeka KS 66603	**CONTACT NAME:** Alexis Ribordy **PHONE (A/C, No, Ext):** 785-271-8097 **FAX (A/C, No):** 785-271-8085 **E-MAIL ADDRESS:** alexisribordy@worldinsurance.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A: Kansas Builders Insurance Group — 900704
INSURED MERIDIRO01 Meridian Roofing Solutions, LLC 1275 SW Topeka Blvd. Topeka KS 66606	**INSURER B:** West Bend Mutual Insurance Company — 15350
	INSURER C: Evanston Insurance Company — 35378
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 296339394 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			B631543	3/15/2026	3/15/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			B631543	3/15/2026	3/15/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			B631543	3/15/2026	3/15/2027	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			2026-2812	1/1/2026	1/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B C	Leased/Rented Pollution Liability			B631543 CPLMOL135445	3/15/2026 11/1/2025	3/15/2027 11/1/2027	Limit Limit	150,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

New TPO Roofing System and Sheet Metal
Horace Good Middle School – Section G Reroof
1412 N. Main Street
Garden City, KS 67846

CERTIFICATE HOLDER

USD 457 Garden City Schools
1205 Fleming Street
Garden City KS 67846

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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SECTION 00 41 13 - BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

BID INFORMATION

1.01 BIDDER: Weathercraft Co. Inc.

A. Project Name: USD 457 Horace Good Re-Roof Area G

B. Project Location:
   1. 121 W Walnut St., Garden City, Kansas.

C. Owner: Garden City Unified School District #457 Board of Education.

D. Architect: GMCN Architects, Inc.

E. Architect Project Number: 202606

1.02 **CERTIFICATIONS AND BASE BID**

A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by GMCN Architects Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
   1. One hundred nineteen thousand one hundred thirty-five Dollars ($ 119,135.00).

1.03 BID GUARANTEE

A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the amount constituting five percent (5%) of the Base Bid amount above:
   1. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:
   1. Plumbing Work: Tatro.
   2. HVAC Work: Tatro.
   3. Electrical Work: 3-G Electric.

1.05 TIME OF COMPLETION

A. If this Bid is accepted we will:

B. Complete the Base Bid Work in 100 calendar days from Notice to Proceed Date. (Bidder to enter number of days.)

C. Complete the Total Work (Base bid and Alernate Bid) in 150 calendar days from Notice to Proceed Date. (Bidder to enter number of days.)

1.06 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
   1. Addendum No. 1, dated 6-12-26.
   2. Addendum No. 2, dated 6-22-26.
   3. Addendum No. 3, dated _____.
   4. Addendum No. 4, dated _____.

1.07 ALTERNATE BIDS

A. The undersigned agrees, if awarded the contract, to perform the work of any Alternate Bids selected by the Owner according to the same contract amount to be adjusted for each Alternate Bid accepted as follows:

B. **ALTERNATE BID NO. A-1**: Shall consist of complete removal and replacemnt existing roofing system and all other work at Area J:
   1. One hundred seventy-four thousand three hundred Dollars ($ 174,300.00).
   2. The Owner may not initially accept the cost of this Alternate Bid upon signing of the Contract. The Bidder shall honor the cost of this Proposal for a minimum of 45 days after the contract has been signed.

1.08 UNIT PRICES

A. The following are Unit Prices for specific portions of the Work as listed:

B. U-1 Removal and replacement of any unsuitable wood blocking with new blocking per Section 06100, including disposal off site.
   1. $ 4.25 Per LF.

C. U-2 Removal and replacement of any unsuitable metal deck, including disposal off site.
   1. $ 56.00 Per SF.

1.09 CHANGES TO THE WORK

A. Changes in the Work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to that Work included in the Bid, namely:
   1. Contractor Work performed by his own forces:
      O&P 15 % Not-to-Exceed 15%
   2. Contractor Work performed by other than his own forces:
      O&P 10 % Not-to-Exceed 10%
   3. Subcontractor Work performed by his own forces:
      O&P 10 % Not-to-Exceed 10%
   4. Subcontractor Work performed by other than his own forces:
      O&P 5 % Not-to-Exceed 5%

5. Percentages for overhead and profit will not be allowed on bond premiums.

1.10 BID SUPPLEMENTS

A. The following supplements are a part of this Bid Form and are attached hereto.
   1. Bid Form Supplement - Bid Bond Form (AIA Document A310)

1.11 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Finncy County and Garden City, Kansas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.12 SUBMISSION OF BID

A. Respectfully submitted this 30th day of June, 2026.
B. Submitted By: Weathercraft Co. Inc.
C. (Name of bidding firm or corporation)
D. Authorized Signature: Thatcher Vap
E. (Handwritten signature)
F. Signed By: _____
G. (Type or print name)
H. Title: President
I. (Owner/Partner/President/Vice President)
J. Witness By: Charles Patterson
K. (Handwritten signature)
L. Attest: Charles Patterson
M. (Handwritten signature)
N. _____
O. (Type or print name)
P. Title: _____
Q. (Corporate Secretary or Assistant Secretary)
R. Street Address: 807 East Fulton St.
S. City, State, Zip Garden City, Ks 67846
T. Phone: (620) 275-4070
U. License No.: 13 - 118363
V. Federal ID No.: 470839637

1.13 (AFFIX CORPORATE SEAL HERE)

END OF DOCUMENT 004113

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
WGB Companies Inc dba Weathercraft Company of Garden City
PO Box 745
Garden City, KS 67846

SURETY:
(Name, legal status and principal place of business)
Universal Surety Company
P.O. Box 80468
Lincoln, NE 68501

OWNER:
(Name, legal status and address)
Unified School District 457 Garden City, KS
1205 Fleming St
Garden City, KS 67846

BOND AMOUNT: Five Percent of the Amount Bid (5%)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:
(Name, location or address, and Project number, if any)
USD 457 Horace Good Reroof Area J

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of June, 2026

Charles Patterson
(Witness)

WGB Companies Inc dba Weathercraft Company of Garden City
(Principal) *(Seal)*

President
(Title)

Karla Cran
(Witness)

Universal Surety Company
(Surety) *(Seal)*

(Title) James M. King, Attorney-in-Fact

Init.
/

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UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint

James M. King or Tamala J. Hurlbut or Jacob J. Buss
or Thomas L. King, Lincoln, Nebraska or Seth Weedin, Gretna, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:

Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 26.

UNIVERSAL SURETY COMPANY

Carol J. Clark — Secretary/Treasurer

By — President

UNIVERSAL SURETY COMPANY CORPORATE SEAL LINCOLN, NEBRASKA

State of Nebraska }
County of } ss. Lancaster

On this 16th day of February, 20 26, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin — Notary Public

GENERAL NOTARY - State of Nebraska
TARA MARTIN
My Comm. Exp. February 16, 2030

My Commission Expires February 16, 2030.

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 30th day of June, 20 26.

Director

UNIVERSAL SURETY COMPANY CORPORATE SEAL LINCOLN, NEBRASKA

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
WGB Companies Inc dba Weathercraft Company of Garden City
PO Box 745
Garden City, KS 67846

SURETY:
(Name, legal status and principal place of business)
Universal Surety Company
P.O. Box 80468
Lincoln, NE 68501

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Unified School District 457 Garden City, KS
1205 Fleming St
Garden City, KS 67846

BOND AMOUNT: Five Percent of the Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
USD 457 Horace Good Reroof Area G

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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Signed and sealed this 30th day of June, 2026

Charles Patterson
(Witness)

WGB Companies Inc dba Weathercraft Company of Garden City
(Principal) *(Seal)*

(Title)

Karla Cran
(Witness)

Universal Surety Company
(Surety) *(Seal)*

(Title) James M. King, Attorney-in-Fact

Init.
/

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UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

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does hereby make, constitute and appoint

James M. King or Tamala J. Hurlbut or Jacob J. Buss
or Thomas L. King, Lincoln, Nebraska or Seth Weedin, Gretna, Nebraska

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 20 26.

UNIVERSAL SURETY COMPANY

Carol J. Clark — Secretary/Treasurer

By Curtis L. Hartter — President

UNIVERSAL SURETY COMPANY CORPORATE SEAL LINCOLN, NEBRASKA

State of Nebraska }
County of } ss. Lancaster

On this 16th day of February, 20 26, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin — Notary Public

GENERAL NOTARY - State of Nebraska
TARA MARTIN
My Comm. Exp. February 16, 2030

My Commission Expires February 16, 2030.

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 30th day of June, 20 26.

Director

UNIVERSAL SURETY COMPANY CORPORATE SEAL LINCOLN, NEBRASKA

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, July 8, 2026
RE: KASB Policy Updates (June 2026)

ISSUE:
The Kansas Association of School Boards (KASB) has released its June 2026 policy updates, recommending revisions to several board policies due to changes in state and federal law, updated guidance from the Kansas State Department of Education (KSDE), and technical corrections. Administration is presenting these policies for a first read and requesting board review prior to adoption at a future meeting. They have been reviewed and approved by legal counsel.

BACKGROUND:
KASB periodically reviews and updates its recommended policy manual to ensure school districts remain compliant with legislative changes and evolving legal requirements. The June 2026 updates include revisions to policies related to district finances, emergency preparedness, student attendance, enrollment procedures, student records, food services, Title IX compliance, and student health services.

The following policies are being presented for first read:

CCA – Curriculum - Technical and legal updates.

DFE - Investment of Funds - Updates due to changes in Kansas law regarding school district investments.

EBBE - Emergency Drills - Aligns with new requirements for crisis drills and active shooter drill procedures.

EE - Food Services Management - Aligns district procedures with federal school meal requirements.

GAAC - Sex-Based Discrimination - Updates Title IX procedures and clarifies complaint processes.

JB - Attendance Records - Addresses student walkouts and attendance requirements under new state law.

JBC – Enrollment - Revises enrollment requirements for foster students.

JBCC - Enrollment of Nonresident Students - Updates procedures for foster care and foreign exchange students.

JBD - Absences and Excuses - Clarifies disciplinary procedures related to unexcused absences and student walkouts.

JGEC - Sex-Based Discrimination - Updates Title IX procedures for students and simplifies non-sexual harassment complaint procedures.

JGFGA - Administration of Emergency Opioid Antagonists - Requires schools to maintain a stock supply of Naloxone.

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

JGFGBA - Student Self-Administration of Medication - Updates terminology and procedures regarding emergency medications.

JQKA - Foreign Exchange Students - Revises enrollment procedures for foreign exchange students.

JRB - Release of Student Records - Requires expedited transfer of records for foster and certain special education students.

Several of these revisions are necessary to comply with new legislation enacted during the 2026 Kansas Legislative Session, while others are recommended best practices to maintain alignment with federal requirements and KASB guidance.

ADMINISTRATIVE OPINION:

ALTERNATIVES:

- Option 1: Adopt all recommended KASB policy revisions following the second reading to ensure the district's policies remain current and aligned with state and federal law.
- Option 2: Adopt only those policy revisions that are necessary to comply with new state or federal law and direct administration to further review optional or recommended policy changes before bringing them back to the Board.
- Option 3: Maintain the district's current policy manual without adopting the June 2026 KASB revisions.

RECOMMENDATION:
District administration, in consultation with legal counsel and appropriate department leaders, has reviewed the recommended revisions and believes they align with current district practices and legal obligations. Adoption of these revisions will ensure the district's policy manual remains current and compliant with state and federal requirements.

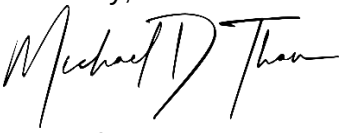
It is administrations recommendation that the Board of Education adopt all recommended KASB policy revisions following the second reading to ensure the district's policies remain current and aligned with state and federal law.

FISCAL NOTE:
There is no direct fiscal impact associated with adopting these policy revisions. Certain policies, including those related to emergency preparedness and stock supplies of Naloxone, may have minor operational implications; however, existing resources and state-supported programs are expected to minimize any additional costs.

ATTACHMENTS:

- KASB Policy Updates

Sincerely,



Drew Thon
Deputy Superintendent

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

Board of Education

Board Attorney
Jennifer Cunningham

Superintendent
Josh Guymon

Board Clerk
Jennifer Ramos

Public Info Coordinator
Roy Cessna

Deputy Superintedent of HR
Drew Thon

Director of Plant Facilities
Brandon Anderson

Plant Facilities Coordinator
Brad Stoppkotte

Human Resources Coordinator
LeeAnn Thon

Assistant Superintendent of Student Services
Steve Nordby

Director of Elem. C&I
Heather Stegman

Director of Sec. C&I
Dr. Ginny Duncan

Director of Special Ed.
Gina Galpin

Director of Technology
Casey Wise

PK-4 PRINCIPALS

5-12 PRINCIPALS

Sec. Sped Coordinator
Morgan Luna

Technology Coordinator
Tyler Gates

Assessment Coordinator
Michelle Baier

Supplemental Prog Coordinator
Monica Diaz

Elem. Sped Coordinator
Libby Elliott

ECH Sped Coordinator
Melanie Garrison

Chief Financial Officer
Jessica Nothern

Director of Transportation
Shane Burns

Director of Nutrition
Jill Reagle

Employee Services Coordinator
Rebecca Partin

Health Services Coordinator
Michelle Shull

CCA
ADOPTED: JULY 14, 2025
REVISED: JULY 13, 2026

USD 457 ORGANIZATIONAL CHART: 2026-27

DFE - Investment of Funds

The board shall designate the banks, savings and loan associations, and savings banks that shall serve as depositories of the district's funds and the officer(s) and employee(s) that shall serve as depositories of the board's funds on behalf of the district. Any changes in such designations shall be ratified by board action and recorded in board minutes. The depositories designated by the board shall be responsible for investment of school district monies, and no individual authorized to have custody of board and district funds shall deposit such funds other than at banks, savings and loan associations, and savings banks designated by the board.

Any monies not immediately required for the purposes for which the monies were collected or received may be invested as provided by current statute. Investment objectives are to protect the investment principal, provide liquidity, and maximize investment return.

All offerings of monies for investment shall state the type of investment, the amount to be invested, and the maturity date of each investment. All responses shall be directed to the superintendent, or one of the board's designated depositories as designated by the superintendent, and shall be specified on the basis of simple interest.

Posting Securities

All investments of district monies not covered by the Federal Deposit Insurance Corporation (F.D.I.C.) coverage shall be secured to 102% of the amount of district monies by a pledge of direct federal obligations, or direct guaranteed federal agency deposits in accordance with requirements of state law or by the public moneys pooled method. Any investments in savings deposits, demand deposits, time deposits, open accounts, certificates of deposit, or time certificates of deposit in excess of the amount insured or guaranteed by the F.D.I.C. shall be secured by the Pool Money Investment Board with the Kansas State Treasurer. All investments acquired by repurchase agreements shall be perfected in the name of the district and shall be delivered to a third-party custodian, which may be the Kansas State Treasurer. Exceptions to the required posting of securities shall be only as provided by law and with approval of the board.

Savings Investments

All banks, savings and loan associations, and savings banks (hereafter "financial institution(s)") with main or branch offices located within the district and the county or counties in which part of the district is located shall be given an opportunity to respond to requests for proposals on monies offered for investment. The depository institution shall have two business days to respond to the request for proposals. Proposals for savings type accounts will be for maturities of not more than two years. If one or

more financial institutions will pay an interest rate equal to or greater than the investment rate, the district shall select one or more of the eligible financial institutions.

Repurchase Investments

The district may also make requests for proposals to invest in repurchase agreements for direct obligations of, or obligations that are insured as the principal and interest by, the United States government or any agency thereof with financial institutions located in the district. If there is no financial institution in the district, or the in-district institutions are not willing to pay an interest rate equal to or greater than the investment rate, then the district may use financial institutions in the county or counties in which the district is located. If no financial institution listed above is willing to enter into an agreement at an interest rate equal to or greater than the investment rate, then the district may enter into agreements with financial institutions located within Kansas.

Selection of Proposals

Distribution of monies for investment shall be as follows:

A depository designated by the board shall inform each eligible financial institution of the total amount of money to be invested on a specified date, the maturity date of the investment, and the type of investment. Each financial institution responding shall submit a proposal for the type of investment and the rate of interest it would pay on each type of investment for all or part of the funds to be invested.

Monies shall be invested with the financial institution offering the highest interest rate in such amount as the financial institution will accept, and any remaining amounts shall be invested with the financial institution(s) offering the next highest interest rates in such amounts as it will accept until all funds offered for investment are invested. No financial institution shall be eligible to receive any funds in the same offering at a rate lower than its proposal rate on each type of investment.

No proposal less than the most recently determined investment rate as defined in K.S.A. 12-1675a shall be accepted unless otherwise authorized by K.S.A. 12-1675.

Monies available for reinvestment as a result of maturities may be reinvested with the financial institution holding such monies provided the financial institution agrees to pay the same or higher rate as that offered by the highest proposal at the time the requests for proposals were accepted.

In the event of identical high proposals, the allocation of monies to be invested between the financial institutions offering the high proposals shall be at the discretion of the depository designated by the board.

The district treasurer shall record the following information: the date of each request for proposal; the name of each financial institution notified; the name of the officer notified; the proposal for each type of investment; the amount of monies the financial institution is willing to accept at the rate proposed.

To be eligible to receive invested funds or deposits from the district, any otherwise eligible financial institution shall have on file in the office of the district treasurer a letter requesting its inclusion in any request for proposal and providing proper assurance of compliance with requirements of applicable laws and board policy relating to maintenance of proper security and assurance of its membership in good standing consistent with current federal regulations. The superintendent shall report monthly to the board on the district's investments.

Adopted: 11/18/91

Revised: 8/21/06; 7/22/24; 7/24/25; 7/30/26

EBBE - Emergency Drills

Building principals shall be responsible for scheduling and conducting emergency and safety drills as required by law and for ensuring students are instructed in the procedures to follow during the drills and in an actual emergency.

Each building principal shall develop a written plan for specific emergency drills required by law. The plan shall include specific arrangements for the evacuation of mobility impaired and other individuals who may need assistance from staff members to safely exit the building. Although plans for evacuation are essential, the state fire marshal may grant exemptions to the number or manner of drills required by law with regard to students receiving special education or related services, upon request.

Each principal shall conduct briefings with the staff concerning the emergency plan.

Each teacher shall explain relevant portions of the plan to students under their jurisdiction prior to a date established by the principal. Within one week thereafter, the building principal shall conduct a surprise drill. Other drills shall be held at times determined by the building principal.

The four fire drills and three crisis drills required by law may be scheduled at any time during the school year. "Crisis drills" includes intruder response drills, lockdown drills, and active shooter drills but does not include active shooter simulations. The two tornado drills required shall be conducted in September and March. All these drills must be conducted by each school during school hours and cannot be made part of regular dismissal at the close of the school day.

Each emergency and safety drill plan shall be reviewed by the superintendent and filed with the clerk.

Active Shooter Drills

For the purposes of this policy, terms have the following meanings.

“Active shooter drill” means an emergency preparedness drill designed to inform and instruct students, teachers, school personnel and other school staff on how to respond in the event that an armed intruder is on the school campus or an armed assailant is in the immediate vicinity of the school. "Active shooter drill" includes:

- For grades kindergarten through five, instruction through tabletop exercises and identification of appropriate places for students to locate during an emergency; and
- for grades six through 12, the information described earlier in this definition and the practice of active shooter drills.

“Active shooter drill” does not include any sensory components, activities or elements that mimic a real-life shooting. "Active shooter drill" is not an active shooter simulation.

“Active shooter simulation” means an emergency exercise, including full-scale or functional exercises, designed to inform and instruct adult teachers, school personnel and other school staff on how to respond in the event of an armed intruder on the school campus or an armed assailant in the immediate vicinity of the school. “Active shooter simulation” includes activities or elements mimicking a real-life shooting, including, but not limited to, simulation of tactical response by law enforcement. "Active shooter simulation" does not include active shooter drills.

“School” means any elementary or secondary public school maintained and operated by a school district and any accredited nonpublic school that provides any of the grades kindergarten through 12.

“Tabletop exercise” means an exercise designed to help students better understand their individual or group roles and responsibilities. “Tabletop exercises” may include constructive problem-solving as it relates to an armed intruder on the school property or an armed assailant in the immediate vicinity of the school and may incorporate age-appropriate written or video scenarios for students to follow.

The district shall conduct active shooter drills that are consistent with the guidelines published by the Kansas State Department of Education.

Once per year, the board shall review the efficacy and effect of active shooter drills and any impacts of such drills on the safety and mental health of students, teachers, and other school personnel and staff.

The principal in any district school where an active shooter drill, active shooter simulation, or tactical training exercise is to take place shall ensure a school employee notifies each parent or person acting as parent at least 24 hours prior to an active shooter drill, active shooter simulation, or tactical training exercise. The notice shall provide that the parent or person acting as parent may opt their student out of participation in such drill or simulation. Any student who is opted out of an active shooter drill or simulation shall have the opportunity to participate in alternative safety education and shall not receive any negative or punitive treatment for not participating in such drill or simulation. If notice cannot be provided at least 24 hours prior to an active shooter drill or simulation, notice shall be provided within 24 hours of the conclusion of the active shooter drill or simulation.

Nothing in this section shall be deemed to supersede or limit the ability of a parent or person acting as parent to opt their student out of participation in an active shooter drill or simulation; or require any school to conduct active shooter drills in a manner that conflicts with the guidelines published by the Kansas State Department of Education.

Except as otherwise provided in this policy regarding tactical training exercises with law enforcement, no school shall conduct, sponsor, or permit any active shooter simulation on school property where students in grades kindergarten through eight regularly attend school.

The board of education or governing body of a school may conduct, sponsor, or permit active shooter simulations on school property, if only students in grades 9 through 12 regularly attend school on such school property.

Nothing in this section shall prohibit law enforcement agencies and adult school personnel from conducting or participating in tactical training exercises on school property if:

- The exercises do not occur during regular school hours or any time when students are present or expected to be present;
- no student participates in such exercises; and
- the board has provided prior written authorization for the use of school property for such exercises.

Approved: 7/22/24

Revised: 7/30/26

EE - Food Services Management

(See EBBD)

A supervisor may be hired by the board to oversee the district's food service program.

Sanitation Inspections

The Nutrition Service Department shall inspect each cafeteria to ensure that proper sanitation procedures are being followed.

Records

The supervisor shall be responsible for keeping food service records required by state and federal laws and regulations.

The supervisor shall be under the direct supervision of the superintendent and shall have control over all aspects of the district's food service programs subject to board policy, rules and state and federal regulations.

Meal Prices

Meal prices shall be determined by the board.

Free or Reduced Price Meals

Parents or guardians of students attending schools participating in federal school meal programs must be informed of the availability of reimbursable school meals and provided with information about eligibility and the process for applying for free or reduced price meals on or before the start of school each year. Access to this policy will be provided to parents or guardians when they receive information regarding eligibility and applying for free or reduced price meals.

Unpaid Meal Charges

The district’s meal charging requirements are as follows.

A charge account for students paying full or reduced price for meals may be established with the district. Students may charge no more than $11.40 in the elementary grades, $9.10 in the middle or junior high grades, and $3.45 in the high school grades for the purchase of meals to this account. Charging of a la carte or extra items to this account will not be permitted.

Any student failing to keep a charge account solvent as required by this policy shall not be allowed to charge further meals until the negative account balance has been paid in full. However, such students will be allowed to purchase a meal if the student pays for the meal when it is received. Students who have charged the maximum allowance to this account and cannot pay out of pocket for a meal will be provided an alternate meal consisting of a peanut butter, nut butter alternative, or deli meat sandwich, fruit, vegetable, and milk. Care will be taken by staff members requesting and distributing any alternate meals per this policy to do so discretely, while protecting the privacy of the student and the student’s

parent or guardian regarding negative account balances. When providing an alternate meal, district staff will provide reasonable accommodations to students with disabilities with special dietary needs.

At least one verbal and one written warning shall be provided to a student and the student's parent or guardian prior to denying meals for exceeding the district's charge limit. Access to this policy will be provided to the student's parent or guardian with the written warning. If payment of the negative balance is not received within 5 working days of the maximum charge limit being attained, the debt will be turned over to the superintendent or superintendent's designee for collection in accordance with board policy DP. If the debt is not paid within 10 days of mailing the final notice of the negative account balance under policy DP, it shall be considered bad debt for the purposes of federal law concerning unpaid meal charges. Bad debt must be written off as an operating loss and restored using non-Federal funds, even if it has been turned over for collection through other legal means.

Payments for school meals may be made at the school or district office, at the point of service of school meals, or online at https://family.etrition.com/p/GC457 or the parent page of gckschools.com (EZ Meal Pay). Students, parents, and guardians of students are encouraged to prepay meal costs.

The district will provide a copy of this unpaid meal charges policy to all households at or before the start of school each year and to families and students that transfer into the district at the time of transfer. The terms of this policy will also be communicated to all district staff responsible for enforcing any aspect of the policy, a copy of the policy will be posted in district meal service facilities, and the policy will be made available on the district's website and social media accounts. Records of how and when it is communicated to households and staff will be retained.

Adopted: 12/16/91
Revised: 8/14/17; 5/23/22; 7/22/24; 7/30/26

GAAC – Sex-Based Discrimination

(See GAF and JGEC)

The board of education is committed to providing a positive and productive working and learning environment, free from discrimination on the basis of sex, including sexual harassment. The district does not discriminate on the basis of sex in admissions, employment, or the educational programs or activities it operates. Discrimination on the basis of sex, including sexual harassment, of employees or students of the district in any district education program or activity will not be tolerated in the school district and is strictly prohibited.

Sex-based discrimination, including sexual harassment, is unlawful discrimination under Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964, and the Kansas Act Against Discrimination. All forms of sexual harassment are prohibited at school, on school property, and at all school-sponsored activities, programs, or events within the United States.

The Deputy Superintendent, 1205 Fleming St., Garden City, KS, 67846, 620-805-7020, has been designated to coordinate compliance with nondiscrimination requirements contained in Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 regarding discrimination on the basis of sex, and the Kansas Act Against Discrimination. Information concerning the provisions of these Acts, and the rights provided thereunder, are available from the designated compliance coordinator identified herein. Inquiries about the application of Title IX to the district may be referred to the Title IX Coordinator; to the Assistant Secretary for Civil Rights at the U.S. Department of Education, Office of Civil Rights, 400 Maryland Avenue, SW, Washington D.C. 20202-1100, (800)421-3481, or at OCR@ed.gov; or both.

Definitions

For the purposes of this policy, the following definitions apply.

"Appeal decision-maker" reviews the appeal along with written statements in support of, or challenging, the outcome of the written determination regarding responsibility, and other relevant documentation collected during the formal grievance process. The appeal decision-maker shall not be the Title IX Coordinator, investigator, decision-maker, or informal resolution facilitator.

"Complainant" means an individual who is alleged to be a victim of conduct that could constitute sexual harassment.

"Dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved.

"Decision-maker" reviews all the evidence and prepares an impartial written responsibility determination as to whether the alleged conduct occurred and provides an opportunity for the parties and their representatives to prepare written questions to be answered by the other party. The decision-maker shall not be the Title IX Coordinator, investigator, or informal resolution facilitator.

"Domestic violence" includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of Kansas.

"Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment.

"Informal resolution facilitator" is a neutral person, designated by the Title IX Coordinator, who has been trained to assist the parties through the voluntary informal resolution process. The informal resolution facilitator shall not be the Title IX Coordinator, investigator, decision-maker, or appeal-decision maker.

"Investigator" is the person who carries out the investigation after the formal complaint is filed and conducts interviews of the witnesses, collects and documents evidence, and drafts an investigative report. The investigator shall not be the Title IX Coordinator, decision-maker, appeal decision-maker, or informal resolution facilitator.

"Respondent" is an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

"Sex-based discrimination" means any unfair treatment, unequal opportunity, or harassment on the basis of sex in the district's programs or activities.

"Sexual assault" means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

"Sexual harassment" means conduct on the basis of sex involving one or more of the following: (1) A district employee conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcomed sexual conduct; (2) unwelcomed conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's educational program or activity; or (3) sexual assault, dating violence, domestic violence, or stalking.

"Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or to suffer substantial emotional distress.

"Supportive measures" mean non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent regardless of whether a formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the recipient's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school, and other similar measures. The supportive measures provided to the complainant or respondent by the district must remain confidential to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

"Title IX Coordinator" is the individual designated at the district level who has the responsibility to coordinate compliance with Title IX of the Education Amendments of 1972. The Title IX Coordinator's responsibilities include, but are not limited to: developing materials and ensuring professional development occurs for staff involved in Title IX compliance, creating systems to centralize records, gathering relevant data, contacting the complainant (and/or parents or guardians, if applicable) once the district has actual knowledge of alleged sexual harassment, coordinating the implementation of supportive measures, signing a formal complaint to initiate a grievance process, and ensuring any remedies are implemented.

Reporting of Sex-Based Discrimination, including Sexual Harassment

The district takes all reports of sex-based discrimination, including sexual harassment, seriously and will respond meaningfully to every such report of which the district has actual knowledge.

The district encourages all victims of sexual harassment and persons with knowledge of such harassment to report the harassment immediately. Any person may make a verbal or written report of sex discrimination by any means and at any time.

Any act of retaliation or discrimination against any person who has opposed discrimination; filed a complaint; or testified, assisted, or participated in any investigation, proceeding, or appeal involving sex-based discrimination, including sexual harassment, is prohibited. The district will take appropriate available action to address retaliation, which may include student or employee discipline procedures.

It shall be a violation to discourage a student or an employee from filing a complaint, or to fail to

investigate or refer for investigation, any complaint lodged under the provisions of this policy. Violation of this policy shall result in appropriate disciplinary action.

False or malicious complaints of sex-based discrimination, including sexual harassment, may result in corrective or disciplinary action against the complainant.

False statements made in the course of an investigation of sex-based discrimination, including sexual harassment, may result in corrective or disciplinary action against the individual.

Complaint Process for Sex-Based Discrimination (Not Sexual Harassment)

Complaints of sex-based discrimination that do not allege sexual harassment will be investigated through the complaint procedure outlined in policy KN to determine whether, under the totality of the circumstances, the alleged behavior constitutes a violation of this policy. Actions determined to be in violation of this policy shall result in disciplinary action, up to and including termination for employees and expulsion for students. Actions which are in violation of other policies but do not constitute sex-based discrimination may also result in appropriate discipline.

Grievance Process for Sexual Harassment

Any employee who witnesses an act of sexual harassment or receives a complaint of harassment from another employee or a student shall report the complaint to the Title IX Coordinator, the employee's supervisor, or other designated district official. Employees who fail to appropriately report complaints or incidents of sexual harassment to the Title IX Coordinator, the employee's supervisor, or other designated district official may face disciplinary action.

Use of this complaint procedure is not a prerequisite to the pursuit of any other remedies including the right to file a complaint with the Office for Civil Rights of the U.S. Department of Education, the Equal Employment Opportunity Commission, or the Kansas Human Rights Commission.

The Title IX Coordinator, any investigator, decision-maker, appeal decision-maker, or any informal resolution facilitator shall not have a conflict of interest or bias for or against the complainant or respondent. These individuals shall receive training on the definition of sexual harassment; the scope of the education program and activities; how to conduct an investigation, including appeals and informal resolution processes; and how to serve impartially, including avoiding prejudgment of the facts, conflicts of interest, and bias.

Investigators shall receive training on issues of relevance of questions and evidence in order to create investigative reports that fairly summarize relevant evidence. Decision-makers shall receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant.

Within 10 business days of any reports of sexual harassment, the Title IX Coordinator shall, contact the complainant and discuss the availability of supportive measures, with or without the filing of a formal complaint; consider the complainant's wishes as to supportive measures; and inform the complainant of the right to a formal complaint investigation consistent with Title IX and the informal resolution process.

Informal Resolution Process for Sexual Harassment Complaints

At any time during the formal complaint process regarding alleged sexual harassment and prior to reaching a determination regarding responsibility, the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and determination of responsibility.

The informal resolution process requires:

- The informal resolution facilitator is to be a trained educational professional, consultant, or other individual selected by the Title IX Coordinator who has received training on their role;
- the parties to be provided a written notice disclosing the allegations, the requirements of the informal resolution process, and information on when it may preclude the parties from resuming a formal complaint arising from the same allegations;
- at any time prior to agreeing to a resolution, any party to have the right to withdraw from the informal resolution process and resume the investigation of the formal complaint and to be informed of any consequences resulting from participating in the informal resolution process;
- that the parties voluntarily consent, in writing, to the informal resolution process; and
- that the informal resolution process is not used to resolve allegations that an employee has sexually harassed a student.

If the matter is resolved to the satisfaction of the parties, the facilitator shall document the nature of the complaint and the resolution, have both parties sign the agreement, provide a copy of the agreement to both parties, and forward it to the Title IX Coordinator. If the matter is not resolved, the informal resolution facilitator will notify the Title IX Coordinator, who will resume the formal complaint process.

Formal Grievance Process for Sexual Harassment Complaints

No formal investigation of alleged sexual harassment may occur until after a formal complaint has been filed.

The procedures for filing a formal complaint are as follows.

- At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the district concerning which the formal complaint is filed.

- A formal complaint should be filed in writing and contain the name and address of the person filing the complaint. The complaint should briefly describe the alleged violation. Filing of the complaint with the Title IX Coordinator may be done in person, by mail, or by email. If an individual does not wish to file a written complaint, and the matter has not been adequately resolved, the Title IX Coordinator may initiate the complaint. Forms for filing written complaints are available in each school building office and the central office.
- A complaint should be filed as soon as possible after the conduct occurs, but not later than 180 calendar days after the complainant becomes aware of the alleged violation, unless the conduct forming the basis for the complaint is ongoing.

Upon receipt of a formal complaint, the Title IX Coordinator shall either dismiss the formal complaint or initiate the formal grievance process by providing notice to the parties of the complaint.

Dismissal of a Formal Complaint of Sexual Harassment

The Title IX Coordinator must dismiss the complaint if it is determined that:

- Even if all the facts alleged are true, the conduct alleged in the formal complaint would not constitute sexual harassment as defined herein;
- the conduct did not occur in the recipient's education program or activity; or
- the conduct did not occur against a person in the United States.

During the course of the formal grievance process, the Title IX Coordinator may dismiss the complaint if:

- A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- the respondent is no longer enrolled or employed by the district; or
- specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon a dismissal of a complaint, the Title IX Coordinator must promptly send written notice of the dismissal and reason(s) therefor simultaneously to the parties.

Dismissal of a formal complaint does not preclude an investigation or disciplinary action under another district policy.

Initiation of Formal Grievance Process for Sexual Harassment Complaints

Upon filing of a formal complaint of sexual harassment, the district shall provide written notice to the known parties including:

- Notice of the allegations of sexual harassment including sufficient details to prepare a response before any initial interview including:
    - the identities of the parties involved, if known;
    - the conduct allegedly constituting sexual harassment; and
    - the date and location of the alleged incident, if known.
- The district's investigation procedures, including any informal resolution process;
- A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation;
- Notice to the parties they may have an advisor of their choice and may inspect and review any evidence; and
- Notice to the parties of any provision in the district's code of conduct or policy that prohibits knowingly making false statements or knowingly submitting false information.

If, in the course of an investigation, the investigator decides to investigate allegations about the complainant or respondent that are not included in the notice initially provided, the Title IX Coordinator shall provide notice of the additional allegations to known parties.

Formal Complaint Investigations Regarding Sexual Harassment

To ensure a complete and thorough investigation of any sexual harassment complaint and to protect the parties, the investigator shall:

- Ensure that the preponderance of the evidence burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the district and not the parties;
- Provide an equal opportunity for the parties to present witnesses and evidence;
- Not restrict either party's ability to discuss the allegations under investigation or to gather and present relevant evidence;
- Allow the parties to be accompanied by an advisor of their choice;
- Provide written notice of the date, time, location, participants, and purpose of any interview or meeting at which a party or witness is expected to participate;
- Provide the parties equal access to review all the evidence collected which is directly related to the allegations raised in a formal complaint of sexual harassment, including the investigative report, and the opportunity to respond to that evidence before a determination is made;

- Be impartial and objectively evaluate all relevant evidence without relying on sex stereotypes;
- Not have conflicts of interest or bias for or against complainants or respondents;
- Not make credibility determinations based on the individual's status as complainant, respondent, or witness.

The investigator shall prepare an initial investigative report that fairly summarizes relevant evidence and share the report with the parties and their advisors simultaneously.

The parties shall have 10 days to submit a written response to the initial report for the investigator's consideration.

Following the opportunity for the parties and their advisors to review and respond to the initial report, the investigator shall submit a final report to the parties and the Title IX Coordinator simultaneously. Upon receipt, the Title IX Coordinator shall provide a copy of the final report and supporting documentation to the decision-maker.

Decision-Maker's Determination Regarding Sexual Harassment Complaints

Upon receiving the investigator's final report, but prior to reaching a determination regarding responsibility, the decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with any answers provided, and allow for additional, limited follow-up questions.

The decision-maker must issue a written determination regarding responsibility based on a preponderance of the evidence. The decision-maker's written determination shall:

- Identify the allegations potentially constituting sexual harassment;
- describe the procedural steps taken, including any notifications to the parties, site visits, methods used to gather evidence, and interviews;
- include the findings of fact supporting the determination;
- address any district policies and/or conduct rules which apply to the facts;
- a statement of, and rational for, the result as to each allegation, including a determination regarding responsibility; and
- the procedures and permissible bases for the complainant and/or respondent to appeal the determination.

The written determination may, but is not required to, recommend that, based on respondent's action, respondent be subject to disciplinary sanctions and any remedies designed to preserve access to the educational program or activity that may be provided by the district to the complainant.

Actions determined to be in violation of this policy shall result in disciplinary action, up to and including termination for employees and expulsion for students. Actions which are in violation of other policies but do not constitute sex-based discrimination may also result in disciplinary action.

A copy of the written determination shall be provided to both parties and the Title IX Coordinator simultaneously.

The decision becomes final on the date the parties receive the results of an appeal, if any appeal is filed, or on the date the opportunity for an appeal expires.

If the formal grievance process determines the actions constituted sexual harassment in violation of this policy, the respondent shall be subject to disciplinary action, up to and including termination for employees or expulsion for students. If the formal grievance process determines the actions were in violation of other policies but do not constitute sexual harassment, the respondent may be subject discipline under those policies.

If it is determined that sexual harassment has occurred, the district will take prompt, remedial action to prevent its reoccurrence.

Appeals Regarding Sexual Harassment Complaints

The complainant or respondent may appeal the decision-maker's determination regarding responsibility of a sexual harassment complaint or a dismissal of a formal complaint, on any of the following:

- Procedural irregularity that affected the outcomes;
- new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal of the complaint was made that could affect the outcome; and/or
- the Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias against either party that affected the outcome.

The request to appeal shall be made in writing to the Title IX Coordinator within 10 days after the date of the written determination. Appeals shall be a review of the record by an attorney, an independent hearing officer appointed by the board, or the board. The appeal decision-maker may not be the Title IX Coordinator, the investigator, the decision-maker, or informal resolution facilitator that participated in any level of the grievance process that led to the original determination.

The Title IX Coordinator shall notify the parties in writing of the filing of an appeal and implement appeal procedures equally for both parties.

The appeal decision-maker shall give the parties an equal opportunity to submit a written statement in support of, or challenging, the outcome of determination of responsibility. Within 30 days

after the appeal is filed, the appeal decision-maker shall issue a written decision, including the rationale for the decision, and

provide the written decision simultaneously to both parties and to the Title IX Coordinator.

Recordkeeping

Records relating to sexual harassment complaints filed and their resolution shall be maintained by the Title IX Coordinator for seven years.

Dissemination of Policy

A summary of this policy and the complaint procedures including how to report or file a formal complaint of sex discrimination or sexual harassment shall be published in district handbooks and on the district's website as directed by the Title IX Coordinator. Notification of the policy may include posting informational notices in district or school publications, publishing in local newspapers, , or distributing memoranda or other written communications to students and employees.

In addition, the district is required to include a statement of nondiscrimination in any bulletins, announcements, publications, catalogs, application forms, or other recruitment materials that are made available to participants, students, applicants, or employees.

Adopted: 6/15/92
Revised: 8/11/03; 7/26/04; 8/31/15; 7/22/24; 7/30/26

JB - Attendance Records

(See JBC, JBD, JBE, and JRB)

Daily attendance records shall be maintained for each student in each school. The primary responsibility for recording attendance shall be assigned to teachers using forms prescribed by the superintendent. A cumulative attendance record for each student shall also be maintained.

The superintendent shall include attendance data in an annual report to the board. Attendance problems shall result in disciplinary action and/or truancy reporting, as appropriate, and shall be reported to the board as necessary.

Adopted: 4/6/92

Reviewed: 7/22/24

Revised: 7/30/26

JBC - Enrollment

(See IIBGB, JBCA, JBCB, JBCC, and JQKA)

Resident Students

A "resident student" is any student who has attained the age of eligibility for school attendance and lives with a parent or a person acting as a parent who is a resident of the district. For purposes of this policy, "parent" means the natural parents, adoptive parents, step-parents, and foster parents. For purposes of this policy, "person acting as a parent" means a guardian or conservator, a person liable by law to care for or support the child, a person who has actual care and control of the child and provides a major portion of support, or a person who has actual care and control of the child with written consent of a person who has legal custody of the child.

Homeless Students

Any student who has attained the age of eligibility for school attendance may attend school in the district where the student resides or is staying if the student is homeless as defined by law. Details concerning the education of homeless students may be found in board policy JBCA.

Foster Students

Any student in the custody of the Secretary of the Department for Children and Families ("DCF") who has attained the age of eligibility for school attendance shall be permitted to enroll in and attend school in any school district of the state or remain enrolled in and continue attending school in the student's school of origin.

If a court or DCF changes the placement of a student across a school boundary within the school district, the student shall be permitted to:

- enroll in and attend the school where the student is placed; or
- remain enrolled in and continue attending the student's school of origin.

DCF shall determine the child's enrollment and attendance based on the best interests of the child.

The district shall not deny or delay enrollment and attendance of any foster student whose placement has changed on the basis that the school district or school is not in possession of the student's educational records.

Details concerning the education of foster students may be found in board policy JBCB.

Nonresident Students

Details concerning the enrollment and continued enrollment process for nonresident students may be found in board policy JBCC.

Military Students

Details concerning the enrollment and attendance of military students, as defined in state law, may be found in board policy JBCD.

Enrollment Restriction

Unless approved in advance by the board, no student, regardless of residency, who has been suspended or expelled from another school district will be admitted to the district until the period of such suspension or expulsion has expired.

Enrollment Procedures

The superintendent shall establish orderly procedures for enrolling all students, including pre-enrollment, changes in enrollment, normal enrollment times, and communication to parents and to the public.

Part-Time Students

The board allows any child to enroll part-time in the school district to allow the student to attend any courses, programs, or services offered by the school district if the child:

- Is also enrolled in a nonaccredited private elementary or secondary school or in any other private, denominational, or parochial school as required by law;
- requests to enroll part-time in the school district; and
- meets the age of eligibility requirements for school attendance.

District administrators shall make a good faith attempt to accommodate scheduling requests of students enrolling in the school district in these situations but shall not be required to make adjustments to accommodate every such request.

Part-time students, other than those specified previously in this policy may enroll with the administration's permission if they complete all paperwork in a timely fashion and are in attendance no later than September 20. Such part-time students may be admitted only to the extent that staff, facilities, equipment, and supplies are available, and the students follow the district's student conduct policies and rules.

Identification of Students

All students enrolling in the district for the first time shall provide required proof of identity. Students enrolling in kindergarten or first grade shall provide a certified copy of their birth certificate, a certified copy of the court order placing the child in the custody of DCF, or other documentation which the board determines to be satisfactory. Students enrolling in grades 2-12 shall provide a certified transcript, similar pupil records or data, or other documentary evidence the board deems satisfactory.

The above requirements are not to serve as barriers to immediate enrollment of students designated as homeless or foster children as required by the Every Student Succeeds Act (ESSA) and the

McKinney-Vento Act as amended by ESSA. The district shall work with DCF, the school last attended, or other relevant agencies to obtain necessary enrollment documentation.

If proper proof of identity is not provided within 30 days of enrolling, the superintendent shall notify local law enforcement officials as required by law and shall not notify any person claiming custody of the child.

Enrollment Information

The enrollment documentation shall include a student's permanent record card with a student's legal name as it appears on the birth certificate or as changed by a court order and the name, address, and telephone number of the lawful custodian. The records shall also provide proper proof of identity.

Assignment to a School Building, Grade Level, or Classes

Unless otherwise provided herein, the superintendent shall assign students to the appropriate building. Any student desiring to attend a school outside the attendance area in which the student resides may do so only with the prior written permission of the superintendent.

Assignment to a particular grade level or particular classes shall be determined by the building principal based on the educational abilities of the student. If the parents disagree, the principal's decision may be appealed to the superintendent. If the parents are still dissatisfied with the assignment, they may appeal in writing to the board.

Transferring Credit

In middle school and high school, full faith and credit shall be given to units earned in other accredited schools at the time the student enrolls in the district, unless the principal determines there is valid reason for not doing so. For online credit approval procedures after enrollment, see board policy IIBGB.

Transfers from Non-Accredited Schools

Students transferring from non-accredited schools will be placed by the principal. Initial placement will be made by the principal after consultation with parents or guardians and guidance personnel. Final placement shall be made by the principal based on the student's documented past educational experiences and performance on tests administered to determine grade level placement.

Adopted: 4/6/92

Revised: 4/3/95, 5/1/95, 12/2/96; 1/12/98; 6/15/98; 7/9/01; 4/15/02; 4/15/13; 9/23/13; 4/20/15; 8/10/15; /3/7/16; 12/15/22; 11/6/23; 7/24/25; 7/30/26

Reviewed: 7/22/24

JBCC - Enrollment of Nonresident Students

(See JBC, JBCA, JBCB, and JQKA)

Kansas law requires the board to allow nonresident students to enroll in and attend the schools of the district if the board's capacity determination finds there are open seats for such students. In order to determine the district's capacity to accept nonresident students at each grade level in each district school, the board has adopted this policy.

Details concerning the nonresident enrollment and continued enrollment processes for nonresident students may be found in this policy, while general processes on enrollment documentation, assignment to buildings and classes, etc., may be found in board policy JBC.

This policy does not apply to any virtual school, as defined by Kansas law, or to any school located on a military installation.

Any child who is experiencing homelessness shall be permitted to enroll in and attend the school district of origin or the school district of residence without application and acceptance through this policy.

Any student in custody of the Department for Children and Families who has attained the age of eligibility for school attendance shall be permitted to enroll in and attend any school in any school district of the state or remain enrolled in and continue attending school in the student's school of origin without application and acceptance through this policy.

Any foreign exchange student who resides, or will reside, with a host family in the district may be permitted to enroll in and attend school in the district as if the student were a resident and shall not be subject to the open-seat lottery for enrollment and attendance purposes.

Definitions

For the purposes of this policy, the following definitions apply.

"Homeless child" means a child who lacks a fixed, regular and adequate nighttime residence and whose primary nighttime residence is:

A. A supervised publicly or privately operated shelter designed to provide temporary living accommodations, including welfare hotels, congregate shelters and transitional housing for the mentally ill;

B. an institution that provides a temporary residence for individuals intended to be institutionalized; or

C. a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for humans.

Except as otherwise provided in this policy, "nonresident student" means a child of school age, pursuant to Kansas law, who resides in Kansas and is enrolled and in attendance at or seeking to enroll and attend a school located in a district where such student is not a resident.

"Parent" means and includes natural parents, adoptive parents, stepparents, and foster parents.

"Person acting as parent" means:

A. A guardian or conservator; or

B. a person, other than a parent, who:

   i. Is liable by law to maintain, care for or support the child;

   ii. has actual care and control of the child and is contributing the major portion of the cost of support of the child;

   iii. has actual care and control of the child with the written consent of a person who has legal custody of the child; or

   iv. has been granted custody of the child by a court of competent jurisdiction.

"Receiving school district" means a school district of nonresidence of a student who attends school in such school district.

"Sibling" means a brother or sister of the whole or half blood, adoptive brother or sister, a stepbrother or stepsister or a foster brother or foster sister.

Determining Capacity for Nonresident Enrollment

The superintendent or designee has the responsibility for studying capacity in each school of the school district and at each grade level within each school and for making recommendations to the board regarding the district's capacity to accept nonresident students. To make recommendations to the board to assist with determining capacity, the superintendent or the superintendent's designee(s) shall do the following.

The superintendent or designee shall develop recommendations on capacity and classroom student-to-teacher ratios in each grade level in each school serving kindergarten students and students in grades one through eight. Such recommendations may be based on, but not be limited to, the following factors:

- Present classroom student-teacher ratios in each grade level in each school;
- projected enrollment shifts based on the resident student population, which may include a percentage adjustment for anticipated growth or decline based on documented enrollment trends; and

- maximum capacity of the classroom and associated learning, activity, and common area spaces.

The superintendent or designee shall develop recommendations on capacity and student-to-teacher ratios for each school building or program serving students in grades nine through twelve. Such recommendations may be based on, but not be limited to, the following factors:

- Present building or program student-teacher ratios;
- projected enrollment shifts based on the resident student population, which may include a percentage adjustment for anticipated growth or decline based on documented enrollment trends;
- anticipated demand for particular courses or programming; and
- maximum capacity of the classroom and associated learning, activity, and common area spaces.

On or before May 1st of each year, the superintendent shall present the recommendations concerning capacity and student-to-teacher ratios to the board for adoption or modification, and the board shall determine, for each grade level in each school building of the school district for the next succeeding school year, the following:

- Capacity based on the study conducted by the superintendent or the superintendent's designee;
- the number of students expected to attend school in the school district; and
- the number of open seats available to nonresidents at each grade, building, or program level.

On or before June 1st of each year, the district shall publish the number of open seats available to nonresident students in each grade level for each school building of the district for the next succeeding school year on the school district's website.

From January 1st through June 15th, district administration shall accept applications from nonresident students seeking to enroll in and attend the district in the next school year.

If the number of applications for a grade level in a school building is fewer than the number of available seats for that grade level in the school building, the nonresident students shall be accepted for enrollment and attendance at the school district, unless the nonresident student is deemed not in good standing.

If the number of applications for a grade level in a school building is greater than the number of available seats for the grade level in the school building, district administration shall randomly select nonresident students deemed in good standing using a confidential, open-seat lottery process. This process shall be completed on or before July 15th of each year.

The district shall provide to the parent or person acting as a parent of a nonresident student who was not accepted for or denied enrollment at such school district the reason for the nonacceptance or denial and an explanation of the nonresident student selection process on or before July 30th of each year.

Priority in Filling Open Seats

Regardless of capacity determinations, any nonresident student whose parent or person acting as parent is employed by the district shall be allowed to enroll as if a resident student while the parent or person acting as a parent remains employed by the district, and the student is deemed to be in good standing by district administration.

Subject to having capacity to enroll nonresident students, the district shall give priority in enrollment to the following nonresident students deemed in good standing to enroll. These students shall receive open seats without necessity of being selected through any open-seat lottery:

- Any sibling of a nonresident student who is enrolled in and attending school in the district or who is accepted to enroll in and attend school in the district, with priority given when the nonresident student is first accepted and, if necessary, at any other time the district considers transfer applications; and
- any nonresident student who is a military student as defined in K.S.A. 72-5139, with priority given when the student is first accepted and, if necessary, at any other time the district considers transfer applications.

If one of these exceptions no longer applies to the student, the student's enrollment status would be subject to review based upon the considerations for determining good standing in this policy.

Prohibitions Regarding Open Enrollment Provisions of this Policy

The district shall not:

- Charge tuition or fees to any nonresident student who transfers to the district pursuant to this policy, except fees that are otherwise charged to every student enrolled in and attending school in the district; or
- accept or deny a nonresident student transfer based on ethnicity; national origin; gender; income level; disabling condition; proficiency in the English language; or measure of achievement, aptitude, or athletic ability.

Except for a child in the custody of the Department for Children and Families or a child who is experiencing homelessness, a nonresident student shall not transfer more than once per school year to one or more receiving school districts pursuant to the provisions of this policy or authorizing Kansas law.

Transportation of Students

Neither a resident school district nor a receiving school district shall be required to provide transportation to nonresident students unless otherwise required by applicable law. If space is available on district transportation vehicles, the district may assign nonresident students an in-district bus stop to and from which transportation may be provided by the district for nonresident students. The receiving district may provide transportation from the student's residence by notifying the sending district of the receiving district's intent to provide transportation. The district shall ensure that transportation for nonresident homeless students is provided comparably to that of housed students.

KSHSAA Eligibility

Nothing in this policy or state law shall exempt a nonresident student who transfers into the district from the requirements of the Kansas State High School Activities Association ("KSHSAA") regarding eligibility to participate in KSHSAA activities.

Information Share with the Kansas State Department of Education

The superintendent shall annually submit, or have submitted, to the Kansas State Department of Education this policy, the number of nonresident student transfers approved and denied in each grade level, and whether the denials were based on capacity or in accordance with the policy's terms.

Nonresident Student Continued Enrollment

A nonresident student who has been accepted for enrollment and attendance at a district school shall be permitted to continue enrollment and attendance in the district until such student graduates from high school, reaches the age of 21 (if the student is a student with an exceptionality, not solely eligible for gifted services under an individualized education program), or receives a G.E.D., unless such student is no longer deemed by district administration to be in good standing.

Except as otherwise specified herein, nonresident students who were enrolled in and attending the district during school year 2023-2024, who were attending the district as a resident student in 2023-2024 but have since moved out of the district, or who have been accepted for enrollment by the school district on or after June 1, 2024, will be allowed to continue enrollment in the district as specified above. The district will not require parents of such students or adult or emancipated students to resubmit a new application each school year.

Determining Good Standing

Regardless of capacity to accept nonresident students at a nonresident student's grade level or in the student's designated school or program, an individual student may be denied enrollment or continued enrollment for not being in good standing. Nonresident student applicants for enrollment and nonresident students already enrolled in and attending school in the district shall be evaluated by district administration to determine standing for enrollment or continued enrollment.

Students may be denied enrollment or continued enrollment for the next school year based on the results of these evaluations. However, if the student has a disability, the student's ability to meet these expectations shall be considered prior to denying continued enrollment in the district. Similarly, administration shall consider the adverse impact of homelessness on a student's attendance and any resulting suspensions or expulsions before making a determination on the enrollment or continued enrollment of a student who is homeless. As part of this reflection, administration shall consider the obstacles a homeless student faces to arrive at school on time or each day due to housing instability, lack of transportation, or lack of other basic resources that can hinder consistent attendance.

A student meeting one or more of the following criteria shall automatically be deemed not in good standing and may be denied enrollment or continued enrollment based solely thereon.

- The nonresident student failed to maintain a 90% attendance rate in the last school year, excluding excused absences under board policy JBD and/or any relevant student handbook language;
- the nonresident student or the student's parent or person acting as a parent provided false or fraudulent information in the application process;
- the nonresident student is not a Kansas resident;
- the student is currently under a period of suspension or expulsion from any Kansas school district, and such suspension or expulsion will not expire until after the next school year has begun.
- the student has had three or more out-of-school suspensions in the current school year, excluding suspensions determined to be a manifestation of the student's disability or a failure on the part of school staff to implement an individualized education program, Section 504 plan, or behavior intervention plan; or
- the student has been given a long-term suspension or expulsion by a school district in the current school year.

Parents shall be informed of any administrative decision not to enroll or to discontinue enrollment of a nonresident student.

If district administration denies the enrollment application of a nonresident student due to the school district deeming the nonresident student as not in good standing, the parent or person acting as a parent of such student may appeal the decision to the board. A current nonresident student who is determined not to be in good standing shall not be entitled to the appeal process outlined herein.

Any student who has been denied enrollment or continued enrollment due to being deemed not in good standing may reapply for nonresident enrollment in subsequent school years.

Appeal Process

If a nonresident student's application for enrollment is denied because the student is determined not to be in good standing, the parent or person acting as a parent may appeal the administrative decision to the board.

If a parent or person acting as a parent wishes to appeal this decision, a written request for an appeal must be submitted to the clerk of the board within 10 days of receiving notice the student's application has been denied for lack of good standing. Such request shall include the individual's reasons for disagreeing with the administration's decision.

The board shall consider any appeal of these decisions and any supplemental documentation provided therewith at the next regularly scheduled board meeting following receipt of the request for appeal, and the board's designee shall notify the requestor of the result of the appeal in writing within 10 days of the board's decision thereon.

Enrollment of Out-of-State Students

If capacity for nonresident student enrollment remains after the aforementioned application, enrollment, and the disenrollment process has concluded, district administration may consider applications for enrollment submitted by students who are not Kansas residents. However, priority in enrollment shall be given to Kansas residents.

If a student who is an out-of-state resident is in good standing and has a parent or a person acting as a parent who is employed by the district, district administration may allow the student to enroll in and attend school in the district as if they were a resident of the district.

Adopted: 9/28/17

Revised: 7/22/24; 7/30/26

JBD - Absences and Excuses

(See AEB, IHEA, JB, JBE, JBH, and JDD)

When a student is absent from school, an attempt shall be made to contact the parent or guardian to determine the reason for the absence. The principal has been designated to determine the acceptability and validity of excuses presented by the parent(s) or the student.

Procedures for notifying parents on the day of a student's absence shall be published in the student handbook.

Excused/Unexcused Absences

The definition of "excused absence" includes the following:

- Personal illness;
- Health-related treatment, examination, or recuperation;
- Serious illness or death of a member of the family;
- Obligatory religious observances;
- Participation in a district-approved or school sponsored activity or course;
- Absences prearranged by parents and approved by the principal; and
- Students of active-duty military personnel may have additional excused absences at the discretion of the principal for visitations relative to leave or deployment.

All absences which do not fit into one of the above categories would be considered an unexcused absence and would subject a student to appropriate disciplinary action. A student serving a period of suspension or expulsion from the district shall not be considered inexcusably absent.

Significant Part of a School Day

An absence of two or more hours in any school day shall be considered an absence for a significant part of the school day.

Make-Up Work

It is the student's responsibility to obtain make-up assignments from teachers following an excused or unexcused absence.

Adopted: 6/21/71

Revised: 6/17/74; 08/16/76; 06/06/77; 12/18/78; 07/09/79; 07/14/80; 01/06/81; 04/18/83; 11/04/85; 06/01/87; 10/19/87; 06/17/91; 09/16/91; 10/07/91

Readopted: 4/6/92

Revised: 12/13/93; 4/7/97; 6/19/00; 1/14/02; 12/15/03; 7/30/26

Reviewed: 7/22/24

JGEC – Sex-Based Discrimination

(See GAAC, GAAD, GAF, JDDC and KN)

The board of education is committed to providing a positive and productive working and learning environment, free from discrimination on the basis of sex, including sexual harassment. The district does not discriminate on the basis of sex in admissions, employment, or the educational programs or activities it operates. Discrimination on the basis of sex, including sexual harassment, of employees or students of the district in any district education program or activity will not be tolerated in the school district and is strictly prohibited.

Sex-based discrimination, including sexual harassment, is unlawful discrimination under Title IX of the Education Amendments of 1972. All forms of sexual harassment are prohibited at school, on school property, and at all school-sponsored activities, programs, or events within the United States.

The Deputy Superintendent, 1205 Fleming St., Garden City, KS 67846, 620-805-7020, has been designated to coordinate compliance with nondiscrimination requirements contained in Title IX of the Education Amendments of 1972. Information concerning the provisions of this Act, and the rights provided thereunder, are available from the Title IX Coordinator. Inquiries about the application of Title IX to the district may be referred to the Title IX Coordinator; to the Assistant Secretary for Civil Rights at the U.S. Department of Education, Office of Civil Rights, 400 Maryland Avenue, SW, Washington D.C. 20202-1100, (800)421-3481; at OCR@ed.gov; or both.

Definitions

For the purposes of this policy, the following definitions apply.

"Appeal decision-maker" reviews the appeal along with written statements in support of, or challenging, the outcome of the written determination regarding responsibility, and other relevant documentation collected during the formal grievance process. The appeal decision-maker shall not be the Title IX Coordinator, investigator, decision-maker, or formal resolution facilitator.

"Complainant" means an individual who is alleged to be a victim of conduct that could constitute sexual harassment.

"Dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved.

"Decision-maker" reviews all the evidence and prepares an impartial written responsibility determination as to whether the alleged conduct occurred and provides an opportunity for the parties and

their representatives to prepare written questions to be answered by the other party. The decision-maker shall not be the Title IX Coordinator, investigator, appeal decision-maker, or formal resolution facilitator.

"Domestic violence" includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of Kansas.

"Formal complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment.

"Informal resolution facilitator" is a neutral person, designated by the Title IX Coordinator, who has been trained to assist the parties through the voluntary informal resolution process. The informal resolution facilitator shall not be the Title IX Coordinator, investigator, decision-maker, or appeal-decision maker.

"Investigator" is the person who carries out the investigation after the formal complaint is filed and conducts interviews of the witnesses, collects and documents evidence, and drafts an investigative report. The investigator shall not be the Title IX Coordinator, decision-maker, appeal decision-maker, or informal resolution facilitator.

"Respondent" is an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

"Sex-based discrimination" means any unfair treatment, unequal opportunity, or harassment on the basis of sex in the district's programs or activities.

"Sexual assault" means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

"Sexual harassment" means conduct on the basis of sex involving one or more of the following: (1) A district employee conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcomed sexual conduct; (2) unwelcomed conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's educational program or activity; or (3) sexual assault, dating violence, domestic violence, or stalking.

"Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or to suffer substantial emotional distress.

"Supportive measures" mean non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent regardless of whether a formal complaint has been filed. Such measures are designed to restore or

preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the recipient's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school, and other similar measures. The supportive measures provided to the complainant or respondent by the district must remain confidential to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

"Title IX Coordinator" is the individual designated at the district level who has the responsibility to coordinate compliance with Title IX of the Education Amendments of 1972. The Title IX Coordinator's responsibilities include, but are not limited to: developing materials and ensuring professional development occurs for staff involved in Title IX compliance, creating systems to centralize records, gathering relevant data, contacting the complainant (and/or parents or guardians, if applicable) once the district has actual knowledge of alleged sexual harassment, coordinating the implementation of supportive measures, signing a formal complaint to initiate a grievance process, and ensuring any remedies are implemented.

Reporting of Sex-Based Discrimination, including Sexual Harassment

The district takes all reports of sex-based discrimination, including sexual harassment, seriously and will respond meaningfully to every such report of which the district has actual knowledge.

The district encourages all victims of sexual harassment and persons with knowledge of such harassment to report the harassment immediately. Any person may make a verbal or written report of sex discrimination by any means and at any time.

Any act of retaliation or discrimination against any person who has opposed discrimination; filed a complaint; or testified, assisted, or participated in any investigation, proceeding, or appeal involving sex-based discrimination, including sexual harassment, is prohibited. The district will take appropriate available action to address retaliation, which may include student or employee discipline procedures.

It shall be a violation to discourage a student or an employee from filing a complaint, or to fail to investigate or refer for investigation, any complaint lodged under the provisions of this policy. Violation of this policy shall result in appropriate disciplinary action.

False or malicious complaints of sex-based discrimination, including sexual harassment, may result in corrective or disciplinary action against the complainant.

False statements made in the course of an investigation of sex-based discrimination, including sexual harassment, may result in corrective or disciplinary action against the individual.

Complaint Process for Sex-Based Discrimination (Not Sexual Harassment)

Complaints of sex-based discrimination that do not allege sexual harassment will be investigated through the complaint procedure outlined in policy KN to determine whether, under the totality of the circumstances, the alleged behavior constitutes a violation of this policy.

Actions determined to be in violation of this policy shall result in disciplinary action, up to and including termination for employees and expulsion for students. Actions which are in violation of other policies but do not constitute sex-based discrimination may also result in appropriate discipline.

Grievance Process for Sexual Harassment

Any employee who witnesses an act of sexual harassment or receives a complaint of harassment from another employee or a student shall report the complaint to the Title IX Coordinator, the employee's supervisor, or other designated district official. Employees who fail to appropriately report complaints or incidents of sexual harassment to the Title IX Coordinator, their supervisor, or other designated district official may face disciplinary action.

Use of this complaint procedure is not a prerequisite to the pursuit of any other remedies including the right to file a complaint with the Office for Civil Rights of the U.S. Department of Education.

The Title IX Coordinator, any investigator, decision-maker, appeal decision-maker, or any informal resolution facilitator shall not have a conflict of interest or bias for or against the complainant or respondent. These individuals shall receive training on the definition of sexual harassment; the scope of the education program and activities; how to conduct an investigation, including appeals and informal resolution processes; and how to serve impartially, including avoiding prejudgment of the facts, conflicts of interest, and bias.

Investigators shall receive training on issues of relevance of questions and evidence in order to create investigative reports that fairly summarize relevant evidence. Decision-makers shall receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant.

Within 10 business days of any reports of sexual harassment, the Title IX Coordinator shall contact the complainant and discuss the availability of supportive measures, with or without the filing of a formal complaint; consider the complainant's wishes as to supportive measures; and inform the complainant of the right to a formal complaint investigation consistent with Title IX and the informal resolution process.

Informal Resolution Process for Sexual Harassment Complaints

At any time during the formal complaint process regarding alleged sexual harassment and prior to reaching a determination regarding responsibility, the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and determination of responsibility.

The informal resolution process requires:

- The informal resolution facilitator is to be a trained educational professional, consultant, or other individual selected by the Title IX Coordinator who has received training on their role;
- the parties to be provided a written notice disclosing the allegations, the requirements of the informal resolution process, and information on when it may preclude the parties from resuming a formal complaint arising from the same allegations;
- at any time prior to agreeing to a resolution, any party to have the right to withdraw from the informal resolution process and resume the investigation of the formal complaint and to be informed of any consequences resulting from participating in the informal resolution process;
- that the parties voluntarily consent, in writing, to the informal resolution process; and
- that the informal resolution process is not used to resolve allegations that an employee has sexually harassed a student.

If the matter is resolved to the satisfaction of the parties, the facilitator shall document the nature of the complaint and the resolution, have both parties sign the agreement, provide a copy of the agreement to both parties, and forward it to the Title IX Coordinator. If the matter is not resolved, the informal resolution facilitator will notify the Title IX Coordinator, who will resume the formal complaint process.

Formal Grievance Process for Sexual Harassment Complaints

No formal investigation of alleged sexual harassment may occur until after a formal complaint has been filed.

The procedures for filing a formal complaint are as follows.

- At the time of filing a formal complaint, a complainant must be participating in or attempting to participate in the education program or activity of the district concerning which the formal complaint is filed.
- A formal complaint should be filed in writing and contain the name and address of the person filing the complaint. The complaint should briefly describe the alleged violation. Filing of the complaint with the Title IX Coordinator may be done in person, by mail, or by email. If an individual does not wish to file a written complaint, and the matter has not been

adequately resolved, the Title IX Coordinator may initiate the complaint. Forms for filing written complaints are available in each school building office and the central office.

- A complaint should be filed as soon as possible after the conduct occurs, but not later than 180 calendar days after the complainant becomes aware of the alleged violation, unless the conduct forming the basis for the complaint is ongoing.

Upon receipt of a formal complaint, the Title IX Coordinator shall either dismiss the formal complaint or initiate the formal grievance process by providing notice to the parties of the complaint.

Dismissal of a Formal Complaint of Sexual Harassment

The Title IX Coordinator must dismiss the complaint if it is determined that:

- Even if all the facts alleged are true, the conduct alleged in the formal complaint would not constitute sexual harassment as defined herein;
- the conduct did not occur in the recipient's education program or activity; or
- the conduct did not occur against a person in the United States.

During the course of the formal grievance process, the Title IX Coordinator may dismiss the complaint if:

- A complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- the respondent is no longer enrolled in or employed by the district; or
- specific circumstances prevent the recipient from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon a dismissal of a complaint, the Title IX Coordinator must promptly send written notice of the dismissal and reason(s) therefor simultaneously to the parties.

Dismissal of a formal complaint does not preclude an investigation or disciplinary action under another district policy.

Initiation of Formal Grievance Process for Sexual Harassment Complaints

Upon filing of a formal complaint of sexual harassment, the district shall provide written notice to the known parties including:

- Notice of the allegations of sexual harassment including sufficient details to prepare a response before any initial interview including:
    - the identities of the parties involved, if known;
    - the conduct allegedly constituting sexual harassment; and
    - the date and location of the alleged incident, if known.

- The district's investigation procedures, including any informal resolution process;
- A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made by the decision-maker at the conclusion of the investigation;
- Notice to the parties they may have an advisor of their choice and may inspect and review any evidence; and
- Notice to the parties of any provision in the district's code of conduct or policy that prohibits knowingly making false statements or knowingly submitting false information.

If, in the course of an investigation, the investigator decides to investigate allegations about the complainant or respondent that are not included in the notice initially provided, the Title IX Coordinator shall provide notice of the additional allegations to known parties.

Formal Complaint Investigations Regarding Sexual Harassment

To ensure a complete and thorough investigation of any sexual harassment complaint and to protect the parties, the investigator shall:

- Ensure that the preponderance of the evidence burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rests on the district and not the parties;
- Provide an equal opportunity for the parties to present witnesses and evidence;
- Not restrict either party's ability to discuss the allegations under investigation or to gather and present relevant evidence;
- Allow the parties to be accompanied by an advisor of their choice;
- Provide written notice of the date, time, location, participants, and purpose of any interview or meeting at which a party or witness is expected to participate;
- Provide the parties equal access to review all the evidence collected which is directly related to the allegations raised in a formal complaint of sexual harassment, including the investigative report, and the opportunity to respond to that evidence before a determination is made;
- Be impartial and objectively evaluate all relevant evidence without relying on sex stereotypes;
- Not have conflicts of interest or bias for or against complainants or respondents;
- Not make credibility determinations based on the individual's status as complainant, respondent, or witness.

The investigator shall prepare an initial investigative report that fairly summarizes relevant evidence and share the report with the parties and their advisors simultaneously.

The parties shall have 10 days to submit a written response to the initial report for the investigator's consideration.

Following the opportunity for the parties and their advisors to review and respond to the initial report, the investigator shall submit a final report to the parties and the Title IX Coordinator simultaneously. Upon receipt, the Title IX Coordinator shall provide a copy of the final report and supporting documentation to the decision-maker.

Decision-Maker's Determination Regarding Sexual Harassment Complaints

Upon receiving the investigator's final report, but prior to reaching a determination regarding responsibility, the decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with any answers provided, and allow for additional, limited follow-up questions.

The decision-maker must issue a written determination regarding responsibility based on a preponderance of the evidence. The decision-maker's written determination shall:

- Identify the allegations potentially constituting sexual harassment;
- describe the procedural steps taken, including any notifications to the parties, site visits, methods used to gather evidence, and interviews;
- include the findings of fact supporting the determination;
- address any district policies and/or conduct rules which apply to the facts;
- a statement of, and rational for, the result as to each allegation, including a determination regarding responsibility; and
- the procedures and permissible bases for the complainant and/or respondent to appeal the determination.

The written determination may, but is not required to, recommend that, based on respondent's action, respondent be subject to disciplinary sanctions and any remedies designed to preserve access to the educational program or activity that may be provided by the district to the complainant.

Actions determined to be in violation of this policy shall result in disciplinary action, up to and including termination for employees and expulsion for students. Actions which are in violation of other policies but do not constitute sex-based discrimination may also result in disciplinary action.

A copy of the written determination shall be provided to both parties and the Title IX Coordinator simultaneously.

The decision becomes final on the date the parties receive the results of an appeal, if any appeal is filed, or on the date the opportunity for an appeal expires.

If the formal grievance process determines the actions constituted sexual harassment in violation of this policy, the respondent shall be subject to disciplinary action, up to and including termination for employees or expulsion for students. If the formal grievance process determines the actions were in violation of other policies but do not constitute sexual harassment, the respondent may be subject to discipline under those policies.

If it is determined that sexual harassment has occurred, the district will take prompt, remedial action to prevent its reoccurrence.

Appeals Regarding Sexual Harassment Complaints

The complainant or respondent may appeal the decision-maker's determination regarding responsibility of a sexual harassment complaint or a dismissal of a formal complaint, on any of the following:

- Procedural irregularity that affected the outcomes;
- new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal of the complaint was made that could affect the outcome; and/or
- the Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias against either party that affected the outcome.

The request to appeal shall be made in writing to the Title IX Coordinator within 10 days after the date of the written determination. Appeals shall be a review of the record by an attorney, an independent hearing officer appointed by the board, or the board. The appeal decision-maker may not be the Title IX Coordinator, the investigator, the decision-maker, or informal resolution facilitator that participated in any level of the grievance process that led to the original determination.

The Title IX Coordinator shall notify the parties in writing of the filing of an appeal and implement appeal procedures equally for both parties.

The appeal decision-maker shall give the parties an equal opportunity to submit a written statement in support of, or challenging, the outcome of the determination regarding responsibility. Within 30 days after the appeal is filed, the appeal decision-maker shall issue a written decision, including the rationale for the decision, and

provide the written decision simultaneously to both parties and to the Title IX Coordinator.

Recordkeeping

Records relating to sexual harassment complaints filed and their resolution shall be maintained by the Title IX Coordinator for seven years.

Dissemination of Policy

A summary of this policy and the complaint procedures including how to report or file a formal complaint of sex discrimination or sexual harassment shall be published in district handbooks and on the district's website as directed by the Title IX Coordinator. Notification of the policy may include posting informational notices in district or school publications, publishing in local newspapers, publishing in newspapers and magazines operated by the school, or distributing memoranda or other written communications to students and employees.

In addition, the district is required to include a statement of nondiscrimination in any bulletins, announcements, publications, catalogs, application forms, or other recruitment materials that are made available to participants, students, applicants, or employees.

Approved: 4/6/92

Revised: 8/11/03; 9/9/13; 8/31/15; 7/22/24: 7/30/26

JGFGA - Administration of Emergency Opioid Antagonists

Kansas law creates standards governing the use and administration of emergency opioid antagonists approved by the U.S. Food and Drug Administration ("FDA") to inhibit the effects of opioids and for the treatment of an opioid overdose. Any first responder or school nurse is authorized to possess, store, distribute, and administer emergency opioid antagonists as clinically indicated, provided that all personnel with access to emergency opioid antagonists are trained in proper protocol.

Similarly, Kansas law allows a patient or bystander (meaning a family member, friend, caregiver, or other person in a position to assist a person who the bystander believes to be experiencing an opioid overdose) to acquire and utilize emergency opioid antagonists.

Therefore, to further prioritize student health and safety in its schools, programs, and activities, the district shall obtain, store, and administer the emergency opioid antagonist Naloxone, which is commonly known by the brand name Narcan, for emergency use in its schools. A stock supply of Naloxone may consist of one or more standard-dose prepackaged nasal spray devices. The school nurse and other properly trained and designated district staff members may administer such medication in emergency situations to an individual who displays the signs and symptoms of opioid overdose at school, on school property, or at a school-sponsored event if such school nurse or designated school staff member reasonably believes that an individual is exhibiting the signs and symptoms of an overdose. Opioid antagonists may be available during the regularly scheduled school day. They may be available at other times at the discretion of the superintendent.

The board establishes the following rules governing the utilization and administration of emergency opioid antagonists, such as, but not necessarily limited to, Naloxone, by members of district staff.

Training

If obtaining the emergency opioid antagonist through a pharmacy, the providing pharmacy of the emergency opioid antagonist (hereafter "the product") shall provide written education and training materials to the individual to whom the product is dispensed. First Aid for Opioid Overdose must be obtained by each school nurse and other staff members designated by the superintendent to respond to potential opioid overdose situations. In addition, all district staff members with access to emergency opioid antagonists shall be trained, at a minimum, on the following:

- Techniques to prevent opioid overdose, to recognize signs of such an overdose and to effectively respond thereto;
- Standards and procedures to safely store the emergency opioid antagonist where readily accessible to the school nurse, if applicable, or other designated school staff members responsible for distribution and administration of the emergency opioid antagonist;

- Spotting potential side effects or adverse events that may occur as a result of administering an emergency opioid antagonist;
- Emergency follow-up procedures, including the requirement to summon emergency medical services either immediately before or immediately after administering an emergency opioid antagonist to a patient;
- Inventory requirements, recordkeeping, and reporting any administration of an emergency opioid antagonist to the school nurse or another healthcare provider; and
- Availability of drug treatment programs.

District staff members personally acquiring such products for use as a patient or bystander are encouraged to inform the school nurse or the superintendent's designee, so that they may be trained in proper protocol and included in the school or district's crisis response plan regarding potential opioid overdose.

Procurement of the Product

The school nurse or other staff member(s) designated by the superintendent will be responsible for the procurement of the product.

Storage

The following storage protocols shall be followed:

- The product will be clearly marked and stored in an accessible place at the discretion of the school nurse or the superintendent's designee.
- The product will be stored in accordance with the manufacturer's instructions to avoid extreme cold, heat, and direct sunlight.
- Inspection of the product shall be conducted at least quarterly.
- The individual responsible for the product's safekeeping shall check, document, and track the expiration date found on the box. Pursuant to Kansas law, "emergency opioid antagonist" is defined to include an expired emergency opioid antagonist up to 10 years past the products expiration date. Therefore, the individual responsible for the product's safekeeping shall replace the product on or before the 10th anniversary of its expiration date.

Use of the Product

In case of a suspected opioid overdose, the school nurse, designee, or other individual shall follow the protocols outlined in the training or product instructions in administering the product.

Follow-up

- After administration of the product, the school nurse, or other designated staff, will report appropriate information to emergency services, parents (guardians), central office personnel, and if determined necessary, the patient will be transported to a hospital.
- The school nurse or other designated staff will complete the designated incident report and file the report with the school nurse or district office, whichever is applicable.

Limitations on School Nurses

While Kansas law supports the use of emergency opioid antagonists for up to 10 years after their expiration dates, school nurses are not to prescribe, dispense, distribute, or furnish expired emergency opioid antagonist, in order to protect their professional licenses.

Gifts, Grants, and Donations

The board is authorized by law to accept monetary gifts, grants, and donations to provide a stock supply of Naloxone for emergency use in its schools or may accept Naloxone nasal spray devices from manufacture or wholesalers.

Protection from Liability

Any patient, bystander, school nurse, a first responder, or technician operating under a first responder agency, who, in good faith and with reasonable care, receives and administers an emergency opioid antagonist pursuant to this policy to a person experiencing a suspected opioid overdose shall not, by an act or omission, be subject to civil liability or criminal prosecution, unless personal injury results from the gross negligence or willful or wanton misconduct in the administration of the emergency opioid antagonist.

Publish Policies and Procedures

The district shall publish information related to its Naloxone policies and procedures in student handbooks and any other locations, as determined by appropriate by the superintendent.

Approved: 7/22/24

Revised: 7/30/26

JGFGBA - Student Self-Administration of Medications

(See JDDA, JDDAA, JGFGB)

Epinephrine and Inhalers

The self-administration of medication is allowed for eligible students in grades K–12. As used in this policy, medication includes, but is not limited to, a medicine for the treatment of anaphylaxis or asthma listed in current federal regulation as an inhaled bronchodilator or epinephrine delivery system. Self-administration is the student's discretionary use of an approved medication for which the student has a prescription or written direction from a healthcare provider.

As used in this policy, "healthcare provider" means a physician licensed by the state board of healing arts to practice medicine and surgery or a mid-level practitioner as defined in state law.

Student Eligibility

An eligible student shall meet all the following requirements:

- Have a written statement from the student's healthcare provider stating the name and purpose of any prescription medication;
- Know the prescribed or recommended dosage;
- Know the time the medication is to be regularly administered;
- Be able to articulate any additional special circumstances under which the medication is to be administered;
- Know the length of time for which the medication is prescribed; and
- The student shall also demonstrate to the healthcare provider or the provider's designee, as applicable, and the school nurse or the nurse's designee, as applicable, the skill level necessary to use the medication and any device that is necessary to administer the medication. In the absence of a school nurse, the school shall designate a person who is trained to witness the demonstration.

Authorization Required

With regard to prescription medications which are not administered on a regular schedule, the student's healthcare provider shall prepare a written treatment plan for managing the student's condition, such as asthma attacks or anaphylaxis episodes, and for medication use by the student during school hours. The student's parent or guardian shall annually complete and submit to the school any written documentation required by the school, including the treatment plan prepared by the student's healthcare provider. Permission forms shall be updated yearly.

Employee Immunity

All teachers responsible for the student's supervision shall be notified that permission to carry medications and self-administer has been granted. The school district shall provide written notification to the parent or guardian of a student that the school district and its officers, employees, and agents are not liable for damage, injury, or death resulting directly or indirectly from the self-administration of medication.

Waiver of Liability

The student's parent or guardian shall sign a statement acknowledging that the school district and its officers, employees, or agents incur no liability for damage, injury, or death resulting directly or indirectly from the self-administration of medication and agreeing to release, indemnify, and hold the district and its officers, employees, and agents harmless from and against any claims relating to the self-administration of medication allowed by this policy.

Additional Requirements for Students Prone to Specified Emergencies

- The school district shall require that any back-up medication provided by the student's parent or guardian be kept at the student's school in a location to which the student has immediate access if there is an asthma or anaphylaxis emergency;
- The school district shall require that necessary and pertinent information be kept on file at the student's school in a location easily accessible if there is an asthma or anaphylaxis emergency;
- Eligible students shall be allowed to possess and use approved medications at any place where the student is subject to the jurisdiction or supervision or the school district, its officers, employee, or agents; or
- The board may adopt policy or handbook language which imposes additional requirements relating to the self-administration of medication allowed for in this policy and may establish a procedure for, and the conditions under which, the authorization for student self-administration of medication may be revoked.

Over-the-Counter Medications

A student may self-administer specified over-the-counter medications with written parental authorization on file in the school office.

The student's parent or guardian shall sign a statement acknowledging that the school district and its officers, employees, or agents incur no liability for damage, injury, or death resulting directly or indirectly from the self-administration of over-the-counter medication and agreeing to release, indemnify,

and hold the district and its officers, employees, and agents harmless from and against any claims relating to the self-administration of medication allowed by this policy.

Misuse of Medications

Self-administration of any medication, including prescription and over-the-counter medication, at a dosage or rate exceeding product label instructions may result in denial of the privilege to self-administer any medication and/or disciplinary action as outlined in policy JDDAA.

Adopted: 8/9/04
Re-adopted: 7/25/01
Revised: 12/13/04; 10/17/05; 7/22/24; 2/17/25; 7/30/26

JQKA - Foreign Exchange Student

(See JBC and JBCC)

Foreign exchange students from approved organizations may be admitted to the district on a tuition-free basis to the extent staff, facilities, equipment, and supplies are available. Other foreign exchange students who meet residency requirements may be allowed to enroll in the district under rules established by the board. Students who enter the country on an F-1 visa shall pre-pay tuition equal to the current cost per pupil as calculated by the Kansas State Department of Education.

Any foreign exchange student admitted into the district in accordance with this policy who resides, or will reside, with a host family residing therein may be permitted to enroll in and attend school in the district as if the student were a resident of the school district.

Adopted: 4/6/92

Revised: 4/5/93, 8/18/97; 6/15/98; 7/30/26

Reviewed: 7/22/24

JRB - Release of Student Records

(See BCBK, CN, CNA, ECA, IDAE, JGGA, JR et seq. and KBA)

Individual student files are not available for public inspection. Except as provided in IDAE with regard to student records which are student data submitted to or maintained in a statewide longitudinal data system, the custodian of student records shall disclose the student's educational records only as provided for in this policy.

Directory Information

Annual notice shall be given to parents and eligible students concerning their rights with regard to student records. In addition, the custodian of the educational records shall give annual public notice of the class of records the institution has designated as directory information and of the right of the parent or eligible student to opt-out of the release of directory information without prior written consent. The appropriate forms for providing notice shall be on file in the office of the custodian of the educational records.

After giving notice and allowing a reasonable period of time for parents or eligible students to inform the district that any or all of the directory information should not be released without prior written consent, the custodian of records may make directory information available without parental or eligible student's consent.

The custodian of records shall make student recruiting information (including student name, address, and telephone listing) available to military recruiters and postsecondary institutions unless parents or eligible students provide a written request to the district providing that the specified information not be released without prior written consent. Notice of the option to opt-out of the release of recruitment information shall be provided to parents and eligible students in the district's annual notice of rights under the Family Educational Rights and Privacy Act.

For the purposes of this policy, school official means teacher, administrator, other certified employee, or board of education. The district may disclose, without the parents or eligible students' consent, personally identifiable information to school officials with a legitimate educational interest. A school official is a person employed by the school as an administrator, supervisor, instructor, or support-staff member (including health or medical staff and law enforcement unit personnel); the school board (in executive session); a person or company with whom the school has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

The custodian may disclose students' education records to the following persons without the prior consent of the parents:

- Other school officials, including teachers within the district who have legitimate educational interests;
- Officials of other schools or school systems in which the student intends to enroll. The school district will forward student records to such institutions without further notice to the parents or eligible student when the disclosure is initiated by a parent or eligible student, or an annual notice provided to parents and eligible students by the district informs them that such records will be automatically disclosed to these institutions for the purposes of enrollment or transfer of the student;
- Authorized persons to whom a student has applied for or from whom a student has received financial aid;
- State and local officials or authorities to whom such information is specifically required to be reported or disclosed pursuant to state statutes;
- Organizations conducting studies for educational agencies for the purpose of developing, validating or administering student tests or programs;
- Accrediting organizations;
- Parents of a student 18 years of age if parents claim the student as a dependent for income tax purposes;
- Appropriate persons if knowledge of any information is necessary to protect the health or safety of the student or other persons in an emergency;
- An agency caseworker or representative of a state or local child welfare agency or tribal organization who has the right to access a student's case plan when such agency or organization is legally responsible for the care and protection of the student and when any further disclosure of such information thereby will be limited in accordance with law; and
- In compliance with a lawfully issued subpoena or judicial order.

Access will be granted to any third party upon written authorization of the eligible student, parent or guardian.

No personally identifiable information contained in personal school records shall be furnished to any person other than those named herein. When there is written instruction from the student's parents, guardian or the eligible student specifying the records, the reasons and the person(s) to whom the release is to be made, a copy of the records to be released shall be made available to the student, parents or

guardian upon request. When information is requested in compliance with a judicial order or pursuant to any lawfully issued subpoena, parent(s)/guardian and the student shall be notified of the orders or subpoenas in advance of compliance with the order or subpoena unless:

- the order or subpoena specifically forbids such disclosure; or
- the order is issued in the context of a court proceeding where a parent is a party and the proceeding involves child abuse and neglect or dependency matters.

Nothing contained in this policy shall preclude authorized representatives of the Comptroller General of the United States, the Secretary and an administrative head of an educational agency or state authorities from having access to student or other records which may be necessary in connection with the audit and evaluation of federally supported education programs or the enforcement of the federal legal requirements which relate to these programs.

The data collection by such official with respect to individual students shall not include information (including social security numbers) which would permit the personal identification of students or their parents or guardian on the data collected and provided.

All persons, agencies or organizations desiring access to the records of a student shall be required to sign a form, which shall be kept permanently with the student's file, but only for inspection by the parents/guardian, the student or a school official responsible for record maintenance. The form signed shall indicate the specific educational or other interest of each person, agency or organization has in seeking this information.

Personal information shall be transferred to a third party only on the condition that such party shall not permit any other party to have access to such information without the written consent of the student's parents or the eligible student. The board and staff shall protect the rights of privacy of students and their families in connection with any surveys or data-gathering activities conducted, assisted or authorized by the board or administration.

Regulations established under this policy shall include provisions controlling the use, dissemination and protection of such data.

Prohibition on Withholding Pupil Records

Administrators shall forward student's school records upon request and may not withhold them for any reason.

Expedited Transfer of Exceptional Student Records

All records of an exceptional student, who is transferred to another district or across a school boundary within the district, shall be transferred at the same time that the student is transferred, or as soon thereafter as possible.

If an exceptional student's transfer is a result of the student's change in placement by the Department for Children and Families ("DCF"), the Kansas Department of Corrections, or the Office of Juvenile Justice and Delinquency Prevention, it shall be the duty of the respective secretary or commissioner to notify the affected school district or districts that the student's placement has changed and request that student's records be transferred.

It shall be the duty of the school district and school in possession of any records pertaining to the student to cooperate with the secretary or commissioner and transfer all such records to the school district or school where such student is transferred. Such records shall be transferred as soon as possible following receipt of such notice, but not later than two business days following the business day that such notice was received by the school district.

Records of Transferred Foster Care Students

The school district and school in possession of any records pertaining to a foster care student transferred due to a change in placement from one school district to another or across a school boundary within the district shall cooperate with DCF and transfer all school records of the student to the school district or school where the student is transferred. These records shall be transferred as soon as possible following receipt of notice of the student's change of placement, but not later than two business days following the business day that such notice was received by the school district.

As used in this policy, "business day" means any weekday from Monday through Friday in which the school district or school's administrative office is open. "Business day" does not include any federal or state holiday, any weekday that the school district or school's administrative office is closed, or any weekday in which the school day has been canceled due to inclement weather or any other unforeseen circumstance.

Adopted: 4/6/92

Revised: 8/18/97; 8/11/03; 8/29/11; 9/23/13; 8/25/14; 7/22/24; 7/30/26

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: Mark Hinde, BOE President
FROM: Drew Thon, Deputy Superintendent
DATE: July 14, 2026
RE: District Approved Social Media and Communication Platforms

ISSUE:
In accordance with Board Policy IIBGC, Staff Online Activities, administration is recommending the Board formally designate the district-approved social media and communication platforms that staff may use for school-related communication with students and families.

BACKGROUND:
During the 2026 legislative session, the Kansas Legislature adopted House Bill 2299, requiring every school district to establish policies governing online communication between employees and students. In response, the Board adopted Policy IIBGC, which prohibits private or direct communication with students through social media and limits district communication to approved platforms.

To provide clarity and consistency for staff, students, and families, administration is recommending the following district-approved platforms:

District Approved Social Media Platforms
- Facebook
- Instagram
- X (formerly Twitter)

These platforms are approved for public, one-way communication, including but not limited to:
- Announcements
- Program updates
- Event information
- Celebrations and recognition
- Scores and results

District Approved Communication Platforms
- Thrillshare
- ClassDojo
- Bound (Athletics and Activities Management and Communication Platform)

These platforms are approved for district, school, classroom, athletic, and activity-related communication in accordance with district expectations and applicable state law. Use of approved communication platforms shall remain subject to all requirements of Policy IIBGC and state law, including restrictions on private

GARDEN CITY PUBLIC SCHOOLS USD 457

Drew Thon, Deputy Superintendent
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communications with students.

SPECIAL NOTES:

1. Approval of a platform does not require or permit its use by every employee, team, club, or activity. Board approval simply identifies the platforms that may be used for school-related communication if a district employee, team, club, or activity elects to communicate through that medium.
2. Any platform not specifically approved by the Board of Education shall not be used for school-related communication with students.
3. Any future additions to the list of approved platforms must receive prior approval from the Board of Education.

ADMINISTRATIVE OPINION:

Administration believes establishing a board-approved list of social media and communication platforms provides clear expectations for staff, ensures compliance with House Bill 2299 and Board Policy IIBGC, and promotes consistency in district communication practices. Establishing approved platforms also creates clear boundaries regarding the communication tools that may be used with students and families while preserving Board oversight of future additions.

ALTERNATIVES:

- Option 1: Approve the district-approved social media and communication platforms as presented and require Board approval for any future additions.
- Option 2: Approve the concept but add or remove platforms from the recommended list.
- Option 3: Continue operating without a formally approved list of communication platforms.

RECOMMENDATION:

Administration recommends Option 1 because it establishes clear, consistent, and legally compliant parameters for school-related communication while maintaining Board oversight of future communication platforms.

The purpose of this recommendation is to establish clear, consistent, and legally compliant parameters for the communication tools that may be used by district employees and programs.

FISCAL NOTE:

There is no direct fiscal impact associated with designating these approved platforms. Existing district subscriptions and communication tools will continue to be utilized.

ATTACHMENTS:

- none

Sincerely,

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

Drew Thon
Deputy Superintendent

GARDEN CITY
COMMUNITY COLLEGE

801 Campus Dr. • Garden City, KS 67846
www.gcccks.edu • 620-276-7611

AGREEMENT

THIS AGREEMENT made and entered into this 1 st day of July 2026, by and between GCCC Nursing Department, Finney Country, Kansas, hereinafter referred to as "College" and Finney County School District USD 457, Finney County, Kansas hereinafter referred to as "Cooperating Agency".

WITNESSETH:

THAT WHEREAS College and Cooperating Agency acknowledge a public obligation to contribute to education for nursing for the benefit of students and for community needs and College has established a program in nursing which requires the educational facilities of the Cooperating Agency in clinical practice.

AND WHEREAS, Cooperating Agency has clinical facilities suitable for the educational needs of the College program in nursing and it is to the mutual benefit of both the College and the Cooperating Agency that students have opportunities for clinical education as students and future practitioners.

NOW THEREFORE, in consideration of the foregoing, the following Agreement is affected by the proper authorizing bodies of both parties, each in independent status from the other, the said parties agreeing to be governed by the following general concepts of cooperative action, to-wit:

FIRST: RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

a. College Assumes full responsibility for offering an education program eligible for accreditation by the Kansas State Board of Nursing.

b. College will provide the same quality of educational program in nursing as it does in other curriculum offerings in the college.

B. Clinical Instruction

a. College will provide the necessary faculty for the nursing majors who are both qualified instructors and competent registered nurse practitioners.

b. College nursing faculty will plan, develop, implement, and be responsible for all clinical instruction and evaluation of students.

c. College will provide an orientation period during which nurse faculty can become familiar with Cooperating Agency policies, practices, and facilities before instructing students there.

d. College will develop a "Clinical Instructional Plan" for using the Cooperating Agency's clinical areas to meet the educational goals of the curriculum in nursing. This plan shall be made available to the Cooperating Agency at a mutually agreed-upon time prior to the commencement of use and instruction of Cooperating Agency's facilities and subject to revision in instances where conflicts with Cooperating Agency's facilities and subject to revision in instances where conflicts with Cooperating Agency's care responsibilities seem to exist.

e. Faculty will be responsible for learning and observing the policies and regulations of both College and Cooperating Agency as they apply to the circumstances of clinical teaching.

f. Faculty shall have reasonable opportunity to serve as resource persons to the Cooperating Agency staff in matters contributing to the quality of patient care, such as serving on nursing care committees and sharing knowledge as clinical experts.

g. College is responsible to assure that students assigned to the Cooperating Agency for clinical instruction meet both College and Cooperating Agency standards of health and have the academic ability to profit from the experience.

C. College Privileges

a. College has the privilege of regularly scheduled meetings with the Cooperating Agency staff including both selected floor personal and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in nursing.

SECOND: RESPONSIBILLITIES AND PRIVILEGES OF THE COOPERATING AGENCY

A. General Responsibilities

a. Cooperating Agency will maintain the standards which make it eligible for approval as a clinical area for instruction in an accredited program in nursing.

b. Cooperating Agency will permit the faculty and students of the College to use its patient care and patient service facilities for clinical education according to a plan approved by the Kansas State Board of Nursing. Details of such educational use may be modified to fit changing needs and will be described in the "Clinical Instructional Plan", submitted to the person responsible for coordinating the educational experience and reviewed prior to the arrival of students. It shall be mutually satisfactory to

both the educational goals of the college and the patient care standards of the Cooperating Agency.

B. Facilities and Supplies

a. Cooperating Agency will make available for education purposes rooms or areas where groups of students may hold discussions and receive clinical instruction form the facility:

i. Examples of facilities

1. Areas for demonstration of Cooperating Agency Equipment
2. Areas for pre- and post- clinical conferences
3. Desk space where the teacher can make clinical assignments and plans.

b. Cooperating Agency will permit the educational use of such supplies and equipment as are commonly available for patient care.

c. Cooperating Agency will provide the following facilities and services to college students and faculty

i. Examples:

1. Reasonable use of the parking areas.
2. Space for coats, textbooks, etc.

d. Cooperating Agency will provide access to sources of information for educational purposes.

i. Examples:

1. Charts; nursing station references such as Kardex.
2. Procedure guides, policy manuals

3. Standard clinical references such as medical dictionary, diagnostic tests references, pharmacology references, and standard references suitable to the clinical area and care program.

C. Staff Participation in Education

a. Cooperating Agency staff may participate in education on the request of the instructor. This may be in the roles of resource persons, clinical experts, or assisting in the planning and implementation of aspects of clinical education. Such participation will be voluntary and shall not interfere with assigned duties.

b. Cooperating Agency will designate a staff member who will serve as the person responsible for coordinating the educational experience in connection with all educational use of Cooperating Agency's facilities.

D. Cooperating Agency Privileges

a. The Cooperating Agency may refuse educational access to its clinical areas to any College personnel who do not meet its Employee Standards for Safety and health. Persons with a communicable disease or open wounds are excluded from the patient areas.

b. The Cooperating Agency may resolve any problem situation in favor of the patient's welfare and restrict the student at college personal involved to the observer role until the incident can be clarified by the staff in charge and the instructor. The determination as to when a problem exists, and the method of alleviating such problem including complete suspension of all

(Coopering Agency) privileges to the student or personnel involved, shall be made jointly by the Chief Administrative Officer of the Cooperating Agency, Chief Administrative Office of the College, Director of Nursing or the Cooperating Agency, and Director of Nursing Education of the College.

THIRD: STATUS OF STUDENTS

1. Students will have the status of learners and will not replace Cooperating Agency staff nor give service to patients apart from its educational value.
2. Students are subject to the authority, policies, and regulations of the Cooperating Agency. They are also subject, during clinical assignments, to the same standard as are set for Cooperating Agency employees in matter relating to the welfare of patients and the standards of the Cooperating Agency.
3. Students will wear designated attire in clinical areas.

FOURTH: LIABILITY STATUS OF THE CONTRACTING AGENCIES

1. The Cooperating Agency shall carry its usual malpractice, public liability errors and omissions and compensation insurance, the same to be in effect during the time that students at the College are on clinical assignment.
2. The College will provide the Cooperating Agency with an appropriate certificate of insurance reflecting that each student, faculty member, or other agent or employee of the College, whole performing any of the duties or services contemplated under this Agreement, has public liability insurance in a minimum amount of $100,000 for each claim that may be asserted.

FIFTH: DURATION OF THE CONTRACT

1. This contract shall initially be in effect from the date hereof until the conclusion of the Spring 2027 semester of study at the Garden City Community College. It shall continue in effect thereafter on a school year basis, each year to include a Fall and Spring Semester of educational activities, unless termination has occurred by the giving of written notice from either party ninety (90) days in advance of the end of any such Spring Semester. Failing such notice, this contract shall continue in full force and effect on the year-to-year basis set forth above, subject only to mandatory review and such modification as the parties deem desirable each year, such mandatory review to take place between the contract parties to the conclusion of the Spring Term.

The Clinical Contract Agreement by and between Garden City Community College and USD 457 School District has been reviewed on this 1 st day of July 2026 and will remain in effect without change for the academic year beginning on July 1, 2026 and ending on June 30, 2027.

Garden City Community College
Finney County, Kansas, 67846

By: Patrick C Pfeifer Date: 7/2/26

Dean of Technical Education & Workforce Development

By: Shellie Ennahzir Date: 7-1-2026

Director of Nursing Education

USD 457 School District
Finney County, Kansas 67846

By: _____ Date: _____

Administrator or Director

Bye: _____ Date: _____

Chief Nursing Officer

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Brandon Anderson, Director of Plant Facilities
DATE: 07/01/2026
RE: Consider and Act on accepting proposal for Scope of Work (SOW) for the Core Facilities Conditions Assessment (FCA) for Garden City Public School District #457 campuses.

ISSUE:

As we discussed during the LRP discussion last month, it would be beneficial to have an assessment done of all mechanical components in the district. The need for this information done by an independent assessment would (and will) be vital to make district decisions regarding long range decisions in the coming years. This Facilities Conditions Assessment would cost $129,332.77 and would cover everything listed in the proposal (HVAC, Electrical, Generators, Hot Water Heaters, Backflows and All Nutrition equipment) for an optional cost of $27,500 it would rate roofs as well.

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

BACKGROUND:

There are many reasons to have an assessment like this done by an independent company. This information would be a baseline system for us to use when making long range planning decisions as well as a one of the many bits of information which will be needed as the district makes larger decisions in the near future regarding renewing a bond or considering campus needs. With Directors relatively new to their positions in Plant Facilities and Nutrition it would be beneficial to those departments and would encompass them all in one software moving forward.

ALTERNATIVES:

1. Take No Action
2. Accept proposal for the Scope of Work to do a Facilities Condition Assessment of all USD #457 components listed for a cost of $129,332.77.
3. Accept proposal for the SOW to do the FCA of all USD #457 components listed plus all USD #457 roofs for a cost of $156,832.77.

RECOMMENDATION:

I believe having an assessment done that is completely integrable with our existing FMX software would be key. We can do this through the TIPS buying cooperative and this would alleviate the bidding requirement for this service. Staff recommendation is to move forward with the FCA for the scope of work covered. We currently have a flooring and roofing plan that is current and can be utilized for those assets.

FISCAL NOTE:

This is the addition to our current FMX Work Order System implemented last Summer that we moved to from our old TMA System. The current FMX Work Order module cost the district around $12,000 annually to run. The additional module needed for this Capital Planning will cost the district around $11,000 annually with a one-time $5000 implementation fee. As a note of reference, the old TMA Work Order System was running around $60,000 annually. This is an unbudgeted expense but would be very beneficial to Plant Facilities and Nutrition to assess our current equipment status and needs.

ATTACHMENTS:

FMX Proposal for FCA

www.gofmx.com
844.664.4400
800 Yard St., Suite 115
Columbus, OH 43212

Garden City Unified School District 457 Core FCA Scope of Work

2026-06-23 REVA

FMX is pleased to propose the following scope of work (SOW) for the Core FCA for the Garden City Unified School District 457

FMX Scope Items

FMX will send a team on-site to assess the following buildings outlined in Table 1 below.

School Name	Gross Area
Abe Hubert Elementary	83,078
Alta Brown Elementary	63,027
Bernadine Sitts Intermediate	73,653
Buffalo Jones Elementary	38,177
Charles O Stones Intermediate Center	75,237
Edith Sheuerman Elementary	39,640
Educational Support Center	23,193
Florence Wilson Elementary	66,204
Garden City High School	404,902
Garfield Early Childhood Center	51,906
Georgia Matthews Elementary	28,156
Gertrude Walker Elementary	36,885
Horace J Good Middle	205,101
Jennie Wilson Elementary	32,377
Kenneth Henderson Middle	88,768
Plymell Elementary	17,025
Victor Ornelas Elementary	61,156
Achieve/Virtual	71,148
Jennie Barker Elementary	16,162
Transportation	19,462
PF Service Center	26,305
Total	1,521,562

Table 1: Buildings in AIA Scope

The team will assess the MEP items outlined in Table 2

www.gofmx.com
844.664.4400
800 Yard St., Suite 115
Columbus, OH 43212

Scope Items	Photographs Taken	Condition Assessed	Replacement Cost Estimated	Replacement Date Estimated	QR Code Applied
HVAC					
Air Handling Units	Yes	Yes	Yes	Yes	Yes
Boilers	Yes	Yes	Yes	Yes	Yes
Chillers	Yes	Yes	Yes	Yes	Yes
Chilled and Hot Water Circulation Pumps (1HP+)	Yes	Yes	Yes	Yes	Yes
Cooling Towers	Yes	Yes	Yes	Yes	Yes
Energy Recovery Units	Yes	Yes	Yes	Yes	Yes
Make Up Air Units	Yes	Yes	Yes	Yes	Yes
Condensing Units	Yes	Yes	Yes	Yes	Yes
Packaged Units	Yes	Yes	Yes	Yes	Yes
Heat Pumps	Yes	Yes	Yes	Yes	Yes
Furnaces	Yes	Yes	Yes	Yes	Yes
Split Systems	Yes	Yes	Yes	Yes	Yes
Floor Unit Ventilators	Yes	Yes	Yes	Yes	Yes
VAV Boxes, Fan Coil Units- System Level	No	System level based on customer information	Yes	Yes	No
Electrical					

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Main Electrical Panel	Yes	Yes	No	No	Yes
Emergency Backup Generators	Yes	Yes	Yes	Yes	Yes
Plumbing					
Main Backflow Preventer	Yes	No	No	No	Yes
Domestic Booster Pumps (1HP+)	Yes	Yes	Yes	Yes	Yes
Domestic Hot Water Heaters & Hot Water Storage Tanks (40 Gallons +)	Yes	Yes	Yes	Yes	Yes
Building Envelope					
Roof (Optional) - See Optional Services Section	Yes	Yes	Yes	Yes	No
Overhead Doors (Motorized Only)	Yes	Yes	Yes	Yes	Yes
Food Service Equipment					
Walk-ins (Refrigerator & Freezer)	Yes	Yes	Yes	Yes	Yes
Ovens	Yes	Yes	Yes	Yes	Yes
Proofers, Warmers	Yes	Yes	Yes	Yes	Yes
Dishwashers	Yes	Yes	Yes	Yes	Yes

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Coolers	Yes	Yes	Yes	Yes	Yes
Reach-ins (Refrigerator & Freezer)	Yes	Yes	Yes	Yes	Yes

During the assessment, our team will inventory all fixed, visible, and accessible building equipment as outlined in Table 2. Relevant nameplate data will be entered into FMX, including Manufacturer, Model, Serial Number, Capacity Information, and Age, provided this information is readily accessible, legible, and safe to obtain. This process will focus on major mechanical, electrical, and plumbing (MEP) equipment as detailed in Table 2.

The team will also evaluate the condition of each item and assign an estimated replacement cost and replacement date. Additionally, asset photos will be captured, including the QR code tag, the asset itself, and its nameplate (if present). Each asset's location will be identified, and QR codes will be applied as specified in Table 2.

To ensure safety and efficiency, assets will not be powered off, unplugged, relocated, or opened to access manufacturer data plates. When such plates are inaccessible, the information will be recorded as "Unknown."

Interactive Mapping

The FMX team will set up interactive maps for the district using the FMX interactive mapping product as per the scope outlined in Table 2.

With Interactive Mapping, organizations can record the physical location of their assets, spaces, and even users to create a visual paradigm of their organization. Interactive Mapping gives employees an easy-to-update and interactive guide of where assets, work, and events are located across an organization which is critical to deploy the right people, at the right time, to the right locations.

Floorplans are provided by the customer and must be received at least 14 days prior to the on-site work beginning.

***Note that interactive mapping has an annual fee component that is included in a contract separate from this Core FCA scope of services.*

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Capital Planning Dashboard

The FMX team will also utilize the replacement costs and replacement dates to create a Capital Planning dashboard for Garden City Unified School District 457.

Develop a long-term capital plan by projecting asset replacement costs and aligning them with future budget allocations.

FMX's Capital Planner empowers organizations to optimize their budget allocation. This optimization enables them to prioritize strategic enhancement and improvement investments. The tool provides clear visibility into future asset replacement costs and upcoming project costs against projected budgets, ensuring financial readiness and long-term sustainability.

Improve financial planning by providing a clear overview of future capital expenditures.
Support long-term strategic goals by aligning capital investments with organizational and community priorities.
Enhance data-driven capital investment decision making, ensuring resources are allocated effectively.
Improve community and organization conditions by promptly addressing issues.
Mitigate unexpected asset failure risk by identifying potential replacement costs and planning accordingly.

***Note that Capital Planning dashboards have an annual fee component that is included in a contract separate from this Core FCA scope of services*

Optional Services (Check Box to Opt in)		
Roofing Assessment	$27,500	☐

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Fees

The fee to perform the work outlined above is: $129,332.77

- 25% Billed up front - Mobilization
- 25% Day one of on-site work
- 25% Billed upon completion of on-site work
- 25% will be billed upon completion of the Data Tasks, Interactive Mapping, and Capital Forecast Dashboards where applicable

Name (Printed):_____

Date:_____

Signature:_____