Regular Board of Education Meeting

Thursday, October 29, 2026 5:00 PM
Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846

A. **PLEDGE**

B. **SILENT REFLECTION**

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

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

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

1. Corrections to Meetings of Note, Item C.
2. Additional classified personnel actions for consideration, Item D.3.

E. **CONSENT AGENDA**

1. Minutes

a. Minutes of the October 12, 2026, Regular Board of Education meeting.

2. Accounts Payable totaling $8,634,673.95, 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 Board of Education policy updates.

i. GAN Travel Expenses

ii. JBCDA Student In-District Transfers

b. The Board of Education is asked to consider and approve granting a Public Utility Easement to the City of Garden City at the location of 3401 E. Spruce St.

c. The Board of Education is asked to consider and approve the School Resource Officer Agreement between the City of Garden City, Kansas (City), the Garden City Police Department (GCPD) and the Board of Education of Unified School District No. 457, (USD 457) effective from the first day of school in August 2026 through the last day of school in May 2029.

d. The Board of Education is asked to consider and approve the Crossing Guard Agreement between the City of Garden City, Kansas (City) and the Board of Education, Unified School District No. 457, Finney County, State of Kansas, (USD 457) effective from the first day of school in August 2026 and ending in May 2029.

F. **NEXT BOARD MEETING**

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

1. Personnel matters for non-elected personnel.

H. **ADJOURNMENT**

GARDEN CITY PUBLIC SCHOOLS

DRAFT **MINUTES** *DRAFT*

Regular Board of Education Meeting Monday, October 12, 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, October 12, 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; Randy Ralston; Rebecca Swender; and Robin Bergkamp. Nathan Haeck was absent. Joining board members at the conference table was Superintendent, Josh Guymon. Also in attendance were Drew Thon, Deputy Superintendent; Steve Nordby, Assistant Superintendent; and Jessica Nothern, Chief Financial Officer.

President Mark Hinde called the meeting to order at 6:00 PM.

A. **PLEDGE -** Students from Plymell Elementary School led the Pledge of Allegiance.

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

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

- Board-Faculty Meeting, Florence Wilson Elementary School, October 20, 2026, at 7:30 a.m.
- Board-Faculty Meeting, Garden City High School, October 20, 2026, at 2:30 p.m.
- Board-Faculty Meeting, Buffalo Jones Elementary School, October 22, 2026, at 4:10 p.m.

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

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

Action(s):
Mr. President, I move to approve the meeting agenda 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

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

E.1. **Recognition of FFA National Finalist Kealie Bryant** Logan Bevis, Garden City High School Trade and Health Academy Principal, called forward FFA Vice President Kennan Murrell who introduced Kealie Bryant, FFA National Finalist, she recited the FFA Creed and answered questions from the audience.

E.2. **Recognition of Kansas Horizon Award Nominee Addyson Bjurstrom** – Superintendent Josh Guymon introduced and recognized Abe Hubert Elementary School first grade teacher Addyson Bjurstrom, KSDE Horizon Award nominee.

E.3. **Recognition of Kansas Teacher of the Year Nominee Kelly Myatt and Finalist Scott Glass** Superintendent Josh Guymon introduced and recognized last year's KTOY finalist Scott Glass and this year's nominee Kelly Myatt.

E.4. **Building Presentation — Plymell Elementary School** Suzette Goldsby, Principal, and members of the Student Lighthouse Team presented the following:

- Student Lighthouse Team
- Fall FastBridge Data
- Community Partners
- 2026 Plan - Junior Lighthouse Team
- Plymell Leadership Day
- Mission Statement
- Spring 2026 KAP
- Community Partnership by Grade Level
- Plymell Legacy Mile
- Lighthouse Status Review

Board members' questions were answered.

F. **CONSENT AGENDA** – approved as amended.

Action(s):
Mr. President, I move to approve all consent agenda items as amended. This motion, made by Randy Ralston and seconded by Katie Cole, 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 September 24, 2026, Regular Board of Education Meeting – approved as presented.

F.2. **Accounts Payable** totaling $946,392.06, 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 amended.

F.3.a. **Certified:**

Appointments: Luisa Hopkins, Carrie Pak

Transfer:

- Nema Mendoza - from adaptive/interrelated position at Florence Wilson Elementary School to adaptive/interrelated position at Abe Hubert Elementary School

Tuition Reimbursements:

- Cecilia Castro - Master's Degree
- Norma Castro - Master's Degree

Position Requests:

- Gina Galpin, special education director, requested the following position changes:
  - Closed 1.0 adaptive/interrelated position at Florence Wilson Elementary School
  - Opened 1.0 adaptive/interrelated position at Abe Hubert Elementary School

Classified:

Terminations: Vianca Esquivel, Haven Kiesel, Sidelsys Taver Santos

Resignations: Monique Gallegos, Sandra Chacon-De Garcia, Tiffany Gerrero, Mayra Magadan Santana, Diana Martinez Martinez, Claudia Perez, Veronica Veloz

Assignments: Hailly Arteaga, Alexis Esquivel, Daniel Klaus, Tiffany Rijfkogel, Alyssa Ortega, Jimmy Rohrbough, Christopher Rosas, Kay Way, Candace Winter

Transfers:

- Jovanni Brown from Small Fleet at Transportation to Bus Driver at Transportation.
- Steve Jessee from HVAC Specialist at Plant Facilities to Nutrition Delivery at the Educational Support Center.
- Jacqueline Linares from Paraprofessional II at Alta Brown Elementary School to Paraprofessional I at Alta Brown Elementary School.
- Luke Martinez from Small Fleet at Transportation to Bus Driver at Transportation.
- Isabel Pastrana Cid from Paraprofessional III at Garden City Achieve to Paraprofessional II at Georgia Matthews Elementary School.
- Feyvi Santillanes Hernandez from Nutrition I at Garden City High School to Nutrition II at Garden City High School
- Jacque Sower from Paraprofessional I at Plymell Elementary School to Paraprofessional I at Jennie Wilson Elementary School.

G. **BOARD REPORTS**

G.1. **Structured Literacy** Steve Nordby, Assistant Superintendent and Heather Stegman, Director of Elementary Curriculum and Instruction, presented the following:

- Structured Literacy Primer
- Structured Literacy's ELEMENTS work together.
- These PRINCIPLES guide how Structured Literacy's elements are taught.
- Effective reading Instruction for most children Incorporates *all* this.
- Structured Literacy Components Checklist
- Table 1.7: Progression of Word Study through the Grades.
- Ed Reports Breakdown of Into Reading
- Ed Reports Breakdown of Into Literature
- Partnership with Phillips Fundamental Learning Center

Board members' questions were answered.

H. **NEW BUSINESS**

H.1. **Kenneth Henderson Middle School Expansion Project — The Board of Education is asked to consider and approve the final design and construction documents for the Kenneth Henderson Middle School expansion, along with the construction contract framework that will be included as part of the project's competitive bid package. (First read, action requested)** Nick Nemechek, President, GMCN Architects, presented the following.

- Facts about KHMS & Existing Plan
- Project Goals
- Design Solutions & Proposed Project Plans
- Project Phasing
- Project Timelines
- Projected Budget

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

Action(s):
Mr. President, I move that the Board of Education approve the final design and construction documents for the Kenneth Henderson Middle School expansion, approve the construction contract framework as presented, authorize administration and GMCN to make minor non-material modifications as necessary, and authorize the project to proceed to competitive bidding. This motion, made by Randy Ralston and seconded by Robin Bergkamp, Carried.

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

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

H.2. **The Board of Education is asked to consider and approve a bid for the purchase of one Activity Bus — National Bus Sales — in the amount of $252,650.00. (First Read)** Jessica Nothern, Chief Financial Officer, presented the bid information.

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

Action(s):
Mr. President, I move to approve the bid for the purchase of one Activity Bus - National Bus Sales - in the amount of $252,650.00. 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 and approve the following Board of Education policy updates (First read):**

H.3.a. **GAN Travel Expenses**

H.3.b. **JBCDA Student In-District Transfers**

Steve Nordby, Assistant Superintendent, presented brief information regarding the policy updates.

Jacob Jenkins left the meeting room at 7:50 PM and returned at 7:52 PM.

Board members' questions were answered. The updated policies will be on the consent agenda at the next regular meeting.

I. **BOARD OPEN DISCUSSION -** During open discussion board members congratulated the persons that received recognitions and thanked the presenters and staff for their time, efforts and contributions. Board members also commented in support of the Kenneth Henderson Middle School expansion project.

J. **NEXT BOARD MEETING** - The next regular meeting of the Board of Education will take place on Thursday, October 29, 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:**

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

Action(s):

Mr. President, I move we go into executive session for 15 minutes, to discuss the evaluation of an employee, pursuant to the non-elected personnel exception under KOMA, beginning at 8:06 PM and the open meeting will resume in the Board Meeting Room at 8:21 PM. This motion, made by Randy Ralston and seconded by Robin Bergkamp, Carried.

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

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

The open meeting resumed in the board meeting room at 8:21 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 8:23 PM. 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

Respectfully submitted,

Jennifer Ramos, Clerk

Approved:

Mark Hinde, President

BOARD OF EDUCATION

Certified Personnel Actions

October 29, 2026

RESIGNATION:

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

APPOINTMENTS:

Sydney Faulconer, Garden City, Kansas, is recommended for a preschool position at Garfield Early Childhood Center. She is a former USD 457 teacher with three years' experience.

BOARD OF EDUCATION

Classified Personnel Actions

October 29, 2026

TERMINATIONS	POSITION	BUILDING	DATE
Kylie Rowe	Paraprofessional III	Charles Stones Intermediate Center	10/14/2026
Kendra Denning	Paraprofessional III	Charles Stones Intermediate Center	10/14/2026

RESIGNATIONS	POSITION	BUILDING	DATE
Alyssa Ortega	Paraprofessional III	Victor Ornelas Elementary School	10/19/2026
Maribel Sotelo	Substitute Bus Driver	Transportation	10/19/2026
Kerr, Erin	Paraprofessional I	Garden City Achieve	10/30/2026
Janet Santana	Paraprofessional I	Alta Brown Elementary School	10/30/2026
Kee Poe	Paraprofessional II	Alta Brown Elementary School	12/17/2026
Way Say	Paraprofessional II	Alta Brown Elementary School	12/17/2026

ASSIGNMENTS	POSITION	BUILDING	DATE
Kendra Denning	Paraprofessional III	Charles Stones Intermediate School	10/14/2026
Kylie Rowe	Paraprofessional III	Charles Stones Intermediate School	10/14/2026
Ivan Rivas	Nutrition Delivery	Educational Support Center	10/19/2026
Raelynn Delgado	Paraprofessional I	Garfield Early Childhood Center	10/19/2026
Maria Ugarte	Custodian I	Plant Facilities	10/22/2026
Luz Aparicio Solorzano	Paraprofessional II 0.5	Garfield Early Childhood Center	10/26/2026
Lilian Duron	Nutrition I	Kenneth Henderson Elementary School	10/26/2026
Perla Torres	Paraprofessional III	Garden City Achieve	10/26/2026

TRANSFERS	FROM	TO	DATE
Maria Arredondo Moto	Nutrition I Garden City High School	Nutrition I Educational Support Center	11/2/2026
Matthew Paxson	Paraprofessional II Florence Wilson Elementary School	Paraprofessional I Kenneth Henderson Middle School	11/2/2026
Sandra Christman	Paraprofessional I Florence Wilson Elementary School	Paraprofessional II Florence Wilson Elementary School	11/2/2026

BOARD OF EDUCATION

Classified Personnel Actions Addendum

October 29, 2026

RESIGNATIONS	POSITION	BUILDING	DATE
Brandon Anderson	Director	Plant Facilities	11/27/2026

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Steve Nordby, Assistant Superintendent
DATE: 10/7/2026
RE: **Board Policy GAN**

ISSUE & BACKGROUND:

Policy GAN is in need of revision to conform with current practices regarding two issues relating to staff travel:

1) The district no longer reimburses meals on a per-diem basis. Meals are reimbursed on an at-cost basis within established parameters.

2) Reimbursement for costs incurred by the district that cannot be recovered when an employee cancels approved travel or professional development. This provision has been a part of our Professional Development Handbook. Administration believes it should also be included in Board Policy.

ALTERNATIVES:

No alternatives applicable

RECOMMENDATION & FISCAL NOTE:

District administration believes adoption of these revisions will ensure the district's policy manual remains aligned with current practices regarding staff travel.

Administration recommends that the Board of Education adopt Policy GAN following a second reading.

ATTACHMENTS:

Policy GAN- Revised

Travel Expenses **GAN**

The board shall provide reimbursement for expenses incurred in travel related to the duties of the district's employees when approved in advance by the superintendent.

Mode of travel will be based on, but not limited to, the availability of transportation, distance and number of persons traveling together. A first-class air fare will be reimbursed only when coach space is not available.

Requests for reimbursement shall have the following attached: receipts for transportation, parking, hotels or motels, and other expenses for which receipts are ordinarily available. ~~Meals shall be reimbursed on a per diem basis~~. For the authorized use of a personal car, including approved travel between buildings, staff members shall be reimbursed at a mileage rate established by the board.

If an employee must cancel an approved professional leave or other approved travel, the employee will be expected to repay the district for all costs that cannot be reimbursed or refunded to the district, unless the superintendent or designee determines that the cancellation was due to circumstances beyond the employee's control or was made at the district's request. Repayment shall not be deducted from the employee's wages without the employee's written authorization. An appeal of this decision may be submitted in writing to the Professional Development Council.

Federal Programs

The board shall provide reimbursement for travel costs incurred in the course of performing services related to official business as a federal grant recipient. Employees and board members must have prior written approval from the federal awarding agency or pass-through entity to get reimbursement for expenses specifically related to a federal award.

For purposes of this procedure, travel costs shall mean the expenses for transportation, lodging, subsistence, and related items incurred by employees and/or board members who are in travel status on official business as a federal grant recipient.

All travel costs must be presented with an itemized, verified statement prior to reimbursement.

In addition, if these costs are charged directly to the federal award, documentation must be maintained that justifies that:

Participation of the individual is necessary to the federal award, and

The costs are reasonable, and consistent with the district's policy GAN.

Adopted: 6/15/92

Revised: 8/11/03, 8/14/17

Reviewed: 7/22/24

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Steve Nordby, Assistant Superintendent
DATE: 10/7/2026
RE: **Board Policy JBCDA**

ISSUE & BACKGROUND:

Policy JBCDA outlines procedures for enrollment and transfer of students between buildings in the district. Current policy restricts parent-requested transfers to a period of 1 year, meaning parents would have to reapply for transfer each year to keep their students in a requested building.

Administration recommends allowing students who have received a parent-requested transfer to stay in the requested building for an additional year, pending the redrawing of school boundaries.

ALTERNATIVES:

No alternatives applicable

RECOMMENDATION & FISCAL NOTE:

District administration believes that allowing students who have been granted transfer will be more convenient for families and provide stability for buildings as they begin planning class schedules earlier in the spring/summer.

ATTACHMENTS:

Policy JBCDA- Revised

Student In-District Transfers **JBCDA**

If a parent/guardian wishes for his/her child to attend a school other than the school in the boundary which the family resides, a transfer request must be submitted to the Superintendent's Office. Parents/guardians are encouraged to complete transfer requests by May 20th. The application process opens on April 1st. Applications received after May 20th will be considered after all out-of-district transfer requests have been acted on due to the publication of open spots for out-of-district transfer students happening on June 1. Transfer requests will not be considered after September 20 of each school year, except for students who newly enroll in the district and reside outside their assigned attendance boundary. These students must submit a transfer request at the time of enrollment for consideration by the superintendent or designee. Requests submitted after completion of the enrollment process will not be considered.

These guidelines are intended to help promote an enrollment balance between classrooms across the district while allowing parents some choice in where their children attend school.

All transfer requests are considered on an individual student basis and, if approved, will be granted for one school year period, except as provided below. Transportation to the school to which a student is transferred is the responsibility of the parents.

Transition Provision for the 2027-2028 School Year. A student whose in-district transfer was approved for the 2026-2027 school year may continue to attend the transfer school for the 2027-2028 school year without submitting a new transfer request, provided that: (a) the student remains in good standing, as reviewed by district administration between May 20 and May 25, 2027; (b) the student continues to reside within the district; (c) the transfer school serves the student's grade level for the 2027-2028 school year; and (d) the parent/guardian has not requested that the student return to the student's boundary school. Students continuing under this provision shall be counted before available seats are determined for new transfer requests for the 2027-2028 school year. Continuation under this provision is for the 2027-2028 school year only, and does not create any right or expectation of continued attendance at the transfer school after that school year. This provision expires June 30, 2028.

Procedure for in-district transfer requests:

1. Students living within the school boundaries will initially be enrolled in their boundary school. If they are interested in attending a school other than their boundary school, parents are required to submit a transfer request to the Superintendent's Office. In-district kindergarten students wishing to transfer must complete the transfer request during online enrollment/registration. The Transfer Request Form can be found here.

2. The Superintendent or his designee will call the transferring school to check the students' record of good standing (inquire about any long-term suspensions or expulsions).

3. If the number of applications for a grade level in a school building is less than the number of available seats for that grade level in the school building, the transfer request will be approved as long as the student is in good standing.

4. If the number of applications for a grade level in a school building is greater than the number of available seats for that grade level in the school building, district administration shall randomly select students for approval in the order in which they are received. This process will be

completed annually between May 20 and May 25. Notification to families will be made before May 31st. Approved students must be students in good standing.

- Regardless of capacity determinations, the following categories of students shall be allowed to enroll as resident students if they are deemed to be in good standing by district administration:
    1. any child who is in the custody of the Department of Children and Families and who is living in the home of a nonresident student who transfers to the district or
    2. any nonresident student who has a parent or person acting as a parent is employed by the district, while the parent or person acting as a parent remains employed by the district.
- Priority in filling open seats if the number of requests are greater than the number of available seats:
    1. Any sibling of a student who was previously accepted as a transfer student
    2. Students of military personnel

5. The final decision will be made by the Superintendent. Requests made prior to May 20th will receive notification of a decision by May 30th from the Superintendent's Office.

DEFINITIONS:

- **Capacity -** The number of student seats used to guide transfer request decisions. Capacity is determined by the following factors:
    - Number of teachers at each grade level
    - Current student-teacher ratio
    - Projected enrollment shifts
    - Maintaining room for move-in students throughout the year
- **Good Standing -** Students meeting one or more of the following criteria shall automatically be deemed not in good standing:
    - 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;
    - Student or student's parent or person acting as a parent provided false or fraudulent information in the application process;
    - 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;

- Student has had three or more out-of-school suspensions in the previous school year, excluding suspensions a manifestation determination 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
- Student has been given a long-term suspension or expulsion in the current school year.
- Student must not have any outstanding school fees.
- EXCEPTION: If the student has a disability, the student's ability to meet the expectations shall be considered prior to denying the transfer or continued enrollment.

Adopted: 3/3/25

Revised: 7/24/25; 5/11/2026

AFTER RECORDING, RETURN TO:

Morris Laing Law Firm
312 North 8th Street, Suite A
Garden City, Kansas 67846

RECORDING INFORMATION

PUBLIC UTILITY EASEMENT

(DONATION)

IN CONSIDERATION OF the promises and covenants hereinafter set forth and the benefits to be derived from the operation, maintenance, extension, and improvement of public utilities, the undersigned grantor, **BOARD OF EDUCATION, UNIFIED SCHOOL DISTRICT NO. 457, FINNEY COUNTY, KANSAS**, a duly organized Kansas school district ("GRANTOR"), its successors and assigns, hereby grants to the **CITY OF GARDEN CITY, KANSAS,** a Kansas municipal corporation ("CITY"), its successors, assigns, employees, agents, contractors, franchisees, and any other entity to which CITY has granted the right to use or occupy an easement held by CITY, the perpetual right, privilege, and authority to at all times enter, re-enter, occupy, and use the following described real property located in **FINNEY COUNTY, KANSAS** in order to access, use, operate, inspect, monitor, test, maintain, repair, replace, remove, regrade, construct, erect, install, alter, modify, improve, or reconstruct any existing or future infrastructure or equipment, together with any ancillary component or appurtenance related thereto, relating to any CITY operated, franchised, or otherwise authorized utility or utilities, including, but not limited to, any electric, water, sanitary sewer, storm sewer, gas, and telecommunications lines, any storm sewer culverts and drains, and any electric transmission poles, towers, and sectionalizers, and in order to accomplish any other purpose related or incidental to the provision of any such utility or utilities, in, under, through, over, across, and upon said real property, to wit:

> **As legally described and depicted on Exhibit A, which is attached hereto and is hereby incorporated by reference as if fully set forth herein ("Public Utility Easement").**

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

THIS PUBLIC UTILITY EASEMENT SHALL RUN WITH THE LAND.

THIS PUBLIC UTILITY EASEMENT shall continue until CITY records a written Termination of Easement with the Finney County Register of Deeds. In no event shall the mere nonuse of this Public Utility Easement, for however long, constitute abandonment or termination thereof.

GRANTOR AGREES THAT IT SHALL NOT ERECT OR CONSTRUCT any building or other structure, or place or maintain any other obstruction, over or on the real property comprising this Public Utility Easement that would interfere with the exercise of any right granted herein or with any infrastructure or equipment located therein. The term "structure" shall mean anything constructed or

erected, the use of which requires permanent location on the ground or attachment to something having a permanent location on the ground, including, but not limited to, fences, berms, ramps, and retaining walls. Notwithstanding the foregoing, a fence may be maintained or erected within or across the area comprising this Public Utility Easement, provided that any fence erected after the date this Public Utility Easement is executed by GRANTOR shall include a gate, removable fence section, or other access feature sufficient to provide reasonable access to and through the Public Utility Easement. Any such access feature may be locked or otherwise secured, provided that CITY and others authorized to use the Public Utility Easement are provided a reasonable means of access. All fences shall remain subject and subordinate to the rights granted by this Public Utility Easement.

CITY SHALL HAVE THE RIGHT TO TRIM, CUT, OR REMOVE any tree, shrub, vegetation, root, or other growth located within or encroaching upon the area comprising this Public Utility Easement to the extent reasonably necessary to exercise any right granted by this Public Utility Easement or to protect any infrastructure or equipment, including any ancillary component or appurtenance related thereto, installed within the area comprising this Public Utility Easement.

CITY SHALL RESTORE THE SURFACE of the area comprising this Public Utility Easement to the same or substantially the same condition in the event that the surface of any such property is disrupted or damaged by any use authorized by this Public Utility Easement; provided, however, that CITY shall have no obligation to replace or restore any tree, shrub, vegetation, root, or other growth trimmed, cut, or removed as authorized in the preceding paragraph.

CITY SHALL HAVE THE RIGHT TO TEMPORARILY REMOVE OR RELOCATE any personal property of GRANTOR located within the area comprising this Public Utility Easement, including, but not limited to, fences, to the extent reasonably necessary to: (a) perform work authorized by this Public Utility Easement; or (b) protect any infrastructure or equipment, including any ancillary component or appurtenance related thereto, installed within such area. Any such personal property displaced by CITY pursuant to this paragraph shall be returned to the same or substantially the same location as existed immediately prior to such displacement; provided, however, that CITY shall have no obligation to return such personal property to its original location if doing so would damage or interfere with: (1) any use authorized by this Public Utility Easement; or (2) any infrastructure or equipment, including any ancillary component or appurtenance related thereto, installed within the area comprising this Public Utility Easement. CITY shall repair or restore any fence existing on the date this Public Utility Easement is executed by GRANTOR that is damaged, removed, or relocated by CITY in exercising the rights granted herein to the same or substantially the same condition, reasonable wear and tear excepted. CITY shall have no obligation to repair, restore, or replace any fence thereafter erected within or across the area comprising this Public Utility Easement to the extent its removal or relocation is reasonably necessary to exercise such rights. In the event that any other personal property is damaged by CITY in connection with such displacement, CITY shall repair or restore the property to the same or substantially the same condition, reasonable wear and tear excepted. Any such repair or restoration shall be completed within a reasonable time following the completion of the particular work giving rise to such removal or relocation, as conditions reasonably allow.

IF GRANTOR REQUESTS THE RELOCATION of any infrastructure or equipment located within the area comprising this Public Utility Easement, such relocation shall be subject to the prior written approval of the owner or operator of any such infrastructure or equipment to be relocated, and all costs and expenses associated with such relocation shall be borne by GRANTOR unless otherwise agreed in writing.

IT IS EXPRESSLY UNDERSTOOD that GRANTOR, in granting the use herein specified, has done so without divesting itself of the use and enjoyment of the real property, subject only to the rights of CITY, its successors, assigns, employees, agents, contractors, franchisees, and any other entity to which CITY has granted the right to use or occupy an easement held by CITY, to use the same for the purposes herein specified.

GRANTOR SHALL COMPENSATE CITY for any damage to any infrastructure or equipment, including any ancillary component or appurtenance related thereto, installed pursuant to this Public Utility Easement, to the extent such damage is caused by the acts or omissions of GRANTOR or any person or entity acting on behalf of GRANTOR, whether willful, negligent, or otherwise. This provision applies to all such infrastructure and equipment other than underground facilities subject to the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq. Nothing herein shall be construed to limit, waive, or otherwise affect any rights, remedies, duties, or liabilities provided under the Kansas Underground Utility Damage Prevention Act or other applicable law, all of which are expressly preserved.

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

THE UNDERSIGNED PERSONS executing this Public Utility Easement for GRANTOR represent and warrant that they are executing this Public Utility Easement in the capacities indicated in the signature block below, that the execution and delivery of this Public Utility Easement by GRANTOR have been duly authorized and approved by all necessary action of GRANTOR, and that they are duly authorized to execute this Public Utility Easement on behalf of and bind GRANTOR to its terms.

IN WITNESS WHEREOF, GRANTOR has caused this Public Utility Easement to be signed this _____ day of _____, 2026.

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

By_____
MARK HINDE, President

ATTEST:

_____
JENNIFER RAMOS, Board Clerk

STATE OF KANSAS)
) ss.
COUNTY OF FINNEY)

THIS INSTRUMENT was acknowledged before me on the ____ day of _____, 2026 by MARK HINDE and JENNIFER RAMOS, as President and Board Clerk, respectively, of the BOARD OF EDUCATION, UNIFIED SCHOOL DISTRICT NO. 457, FINNEY COUNTY, KANSAS.

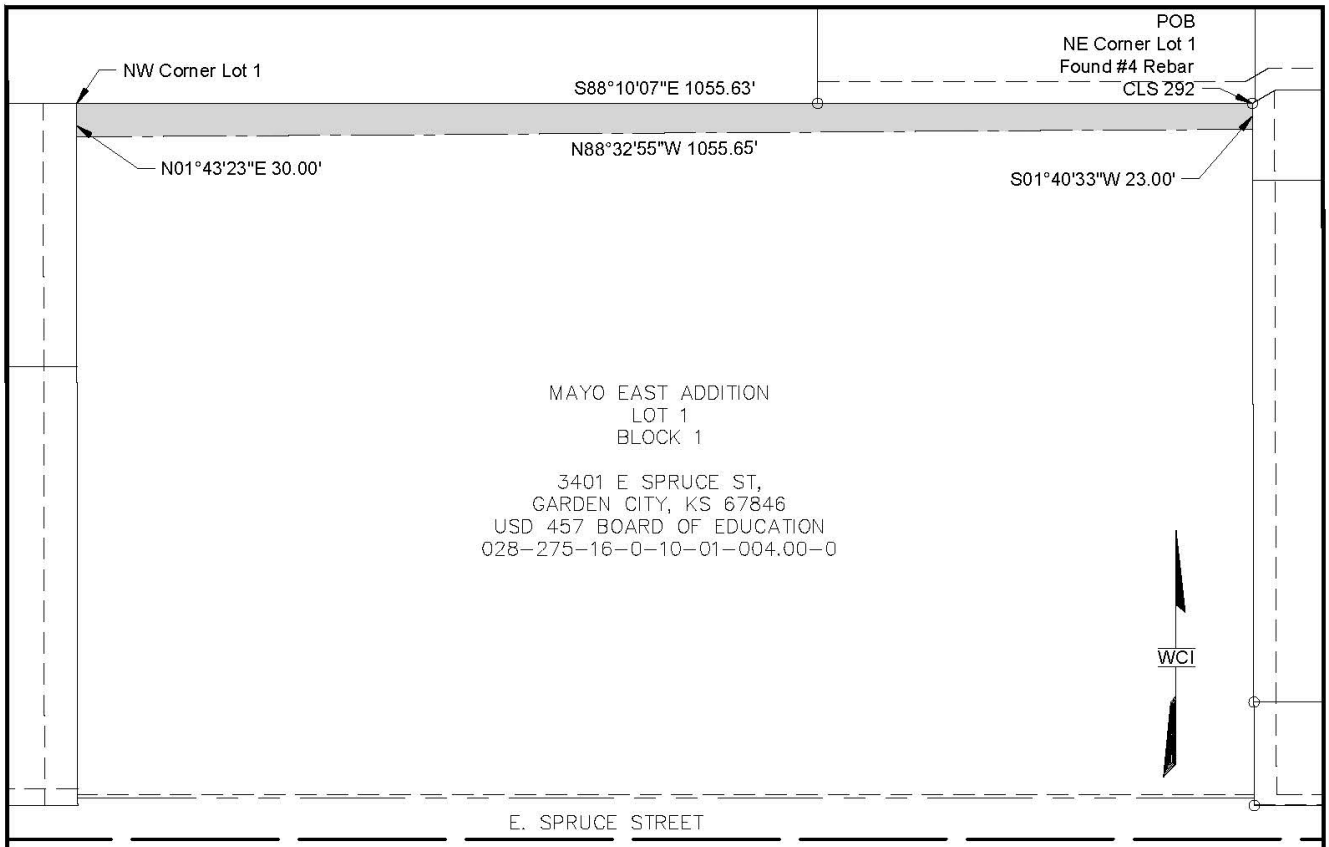
[Affix Notary Seal or Stamp]

Signature: _____
[Notary Public]

Name: _____
[Printed or Typed]

My Appointment Expires: _____

EXHIBIT A



LEGEND

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

NOTES

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

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

LEGAL DESCRIPTION

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

Beginning at the Northeast corner of said Lot 1, Block 1:
Thence southerly along the East line of Lot 1 S 01° 40' 33" W a distance of 23.00 feet;
Thence N 88° 32' 55" W a distance of 1055.65 feet more or less to a point on the West line of said Lot 1 lying 30.00 feet south of the Northwest corner of said Lot 1 measured along the West line;
Thence northerly along said West line N 01° 43' 23" E a distance of 30.00 feet to the Northwest corner of said Lot 1;
Thence easterly along the North line of said Lot 1 S 88° 10' 07" W a distance of 1055.63 feet more or less to the Point of Beginning;

Said tract contains 0.642 acres, more or less.

MICHAEL J. LINDQUIST LICENSED 1439 09-14-2026 KANSAS LAND SURVEYOR

NO.	REVISION-DESCRIPTION	BY	DATE	CHK'D	APP'D

SHEET NO:	A
SCALE:	1" = 150'
PROJECT NO:	26-000-063-08
DRAWN BY: AMS	DATE: 9/4/26
CHECKED BY: MJL	9/11/26
APPROVED BY: MJL	9/11/26

WILSON & COMPANY
990 S. Broadway Suite 220
Denver, CO 80209
Phone: 303-297-2976
Fax: 303-297-2693

EXHIBIT A
EASEMENT
GARDEN CITY
FINNEY COUNTY, KANSAS

W:\Projects\26000063083_Disciplines\Survey\Drawings\GCCC-RW.dwg By: MJLindquist

SCHOOL RESOURCE OFFICER AGREEMENT

THIS SCHOOL RESOURCE OFFICER AGREEMENT ("Agreement") is entered into this _____day of August, 2026, by and between the CITY OF GARDEN CITY, KANSAS ("City"), the GARDEN CITY POLICE DEPARTMENT ("GCPD"), and the BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. 457 ("USD 457").

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

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

2. **TERM.** The term of this Agreement shall be from the first day of school in August 2026 through the last day of school in May 2029, as designated by USD 457's academic calendar, provided that the term may be extended by USD 457 as it deems necessary to satisfy attendance requirements that may have been affected by weather or other factors. During days that schools are not in session, SROs shall perform regular police duties at a duty station as determined by the City's Chief of Police.

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

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

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

The City shall select and assign the officers who serve as SROs, after consultation with USD 457's Superintendent or designee regarding the needs of the buildings served. USD 457 may request in writing that the City reassign a particular SRO. Upon receipt of such a request, the Chief of Police and the Superintendent, or their designees, shall confer promptly and the City shall give the request good faith consideration; the decision to reassign, discipline, or remove an officer rests solely with the City. Nothing in this paragraph limits the City's authority over the employment, supervision, assignment, or discipline of its officers.

5. **CONSIDERATION.** USD 457 shall pay to City, the sum of Three Hundred Thirteen Thousand Two Hundred Eighty-nine and No/100 Dollars ($313,289.00), for the services of four (4) law enforcement officers for the 2026-27 school year. The payments from USD 457 to City shall be made as follows: One Hundred Fifty-six Thousand Six Hundred Forty-four and 50/100 Dollars ($156,644.50) on or before December 15, 2026, and the remaining amount of One Hundred Fifty-six Thousand Six Hundred Forty-four and 50/100 Dollars ($156,644.50) on or before June 15, 2027. The amount paid by USD 457 represents three-fourths of the total salary and benefits to be paid to the law enforcement officers, which the City has budgeted for the 2026-27 school year in the total amount of Four Hundred Seventeen Thousand Seven Hundred Eighteen and 29/100 Dollars ($417,718.29).

For each school year of the term after the 2026-27 school year, the amount payable by USD 457 shall equal three-fourths (3/4) of the total salary and benefits budgeted by the City for the four (4) assigned SROs for that school year. On or before February 1 preceding each such school year, the City shall deliver to USD 457 a written statement of the amount that will be due for the following school year, together with reasonable supporting documentation, so that USD 457 may include the amount in its budget. Payments for each such school year shall be made one-half on or before December 15 and one-half on or before June 15 of that school year. If the parties have not agreed in writing upon the amount due for a subsequent school year on or before April 1 preceding that school year, either party may terminate this Agreement as provided in paragraph 3.

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

a. Provide a program of law and education-related issues to the school community, including parents, on such topics as: tobacco, alcohol and drug issues, violence diffusion, violence prevention, and other safety issues in the school community.

b. Act as a communication liaison with law enforcement agencies, providing basic information concerning students on campuses served by the SRO. SROs also will share information with an administrator about persons and conditions that pertain to campus safety concerns.

c. Provide informational in-services and be a general resource for USD 457 staff on issues related to alcohol, drugs, violence prevention, gangs, safety, and security.

d. Gather information regarding potential emerging issues such as criminal activity, gang activity and student unrest, as well as attempt to identify particular individuals who may be a disruptive influence to the school and/or students.

e. Take the appropriate steps consistent with a Kansas law enforcement officer's duty when a crime occurs.

f. Present educational programs to students and school staff on topics agreed upon by both parties.

g. Refer students and/or their families to the appropriate agencies for assistance when a need is determined.

h. Notify the building principal as soon as practicable of any significant enforcement event or public safety threat, including advising the building principal prior to taking legal action, subject to the SRO's duties under the law (unless, in the SRO's professional opinion, circumstances prevent prior notice).

i. Refer violations of USD 457's discipline code to USD 457 administration. SROs shall not act as school disciplinarians, nor make recommendations regarding school discipline. USD 457 administrators are solely responsible for school discipline and will not request the SROs assistance in such matters. SROs shall not be involved with the enforcement of school rules or disciplinary infractions that are not violations of law.

j. SROs are not to be used for regularly assigned lunchroom duties, as a regular hall monitor, bus duties or other monitoring duties. If there is an unusual/temporary problem in one of these areas, SROs may assist USD 457 employees until the problem is solved.

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

l. Maintain the confidentiality of student records, as outlined in paragraph 10 below.

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

a. Follow-up home visits when needed as a result of school related student problems.

b. School related off-campus activities when SRO participation is requested by the principal and approved by the City.

c. Responding to off-campus, but school related, criminal activity.

d. Responding to emergency police activities.

8. **USD 457 RESPONSIBILITIES.**

   a. USD 457 will provide each SRO an on-site office and such supplies and equipment as are necessary at his or her assigned school. This equipment shall include a telephone, filing space capable of being secured, and access to a computer.

   b. USD 457 will report crimes to law enforcement in accordance with USD 457's board policy. The City will be the primary investigative agency of such crimes that are reported to them by USD 457.

   c. USD 457 will provide each SRO with a USD 457 network account and with access to USD 457's Skyward student information system, at the level of access USD 457 determines is necessary for the SRO to perform the duties described in this Agreement. Such access is furnished to the SRO in the SRO's capacity as a school official under paragraph 10 and is limited to student records in which the SRO has a legitimate educational interest. Access is subject to USD 457's board policies and administrative procedures governing acceptable use, data security, and student privacy, and each SRO shall complete any FERPA or data privacy training USD 457 requires before access is granted. USD 457 may monitor and audit an SRO's use of Skyward. The City shall notify USD 457 in writing within five (5) business days after an officer ceases to be assigned as an SRO, and USD 457 shall promptly terminate that officer's access upon such notice, upon expiration or termination of this Agreement, or upon USD 457's determination that continued access is inconsistent with this Agreement or applicable law.

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

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

   b. Any interviews of students conducted by SROs for law enforcement purposes shall be limited to and performed in accordance with USD 457's school board policy, so long as the policy does not conflict with GCPD Standard Operating Procedure.

10. **STUDENT RECORDS.** The release of student records is governed by Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). For purposes of access to student records, SROs are considered a "school official" and may be provided students' personally identifiable information ("PII") on an as-needed basis to carry out SRO duties for legitimate educational purposes. In addition, SROs may only use PII for the purpose for which the disclosure was made and to promote school safety and the physical security of students. SROs, acting as school officials, may request student records from a USD 457 administrator for legitimate educational purposes. SROs may not disclose PII obtained from student records, without prior written consent, to others, including other officers who are not acting in the capacity as school officials, unless the disclosure fits within one of the exceptions to consent in FERPA. Access furnished to SROs under paragraph 8(c) is subject to this paragraph.

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

Act, K.S.A. 75-6101 et seq. Nothing in this Agreement shall be construed as a waiver by any party of the immunities, defenses, or limitations on liability available to it under the Kansas Tort Claims Act or other applicable law.

12. **NON-APPROPRIATION.** The obligations of the City and USD 457 under this Agreement are subject to the annual appropriation and budgeting of funds by their respective governing bodies. If sufficient funds are not appropriated or budgeted by a party for any fiscal year during which this Agreement is in effect, that party may terminate this Agreement effective at the end of the last fiscal year for which funds were appropriated, upon written notice given as soon as reasonably practicable after the determination is made. Termination under this paragraph shall not constitute a default by the terminating party, and no party shall have further obligation except for amounts accrued and unpaid as of the effective date of termination. Nothing in this Agreement shall be construed to create a debt or obligation in violation of the Kansas cash-basis law, K.S.A. 10-1101 et seq., or the Kansas budget law, K.S.A. 79-2925 et seq.

13. **MISCELLANEOUS.**

a. This Agreement is subject to the terms of Form DA146a (Rev. 07/19), which is attached hereto to and made part of this Agreement as though fully set forth in this Agreement.

b. Neither the City, GCPD, nor USD 457 may assign this Agreement without the prior written approval of all parties.

c. Nothing in this Agreement shall be construed as a limitation on the powers, rights, authority, duty and responsibilities conferred upon either party under Kansas law.

d. In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

e. The failure of either party to enforce one or more provisions of this Agreement with respect to any particular breach shall not be deemed or construed to constitute a waiver of any other breach of this Agreement.

f. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter contained herein and supersedes all prior agreements concerning the same subject matter, whether written or oral. This Agreement may be modified only by a writing signed by all parties.

g. The parties may execute this Agreement in counterparts. The parties represent and warrant that each respective signatory is fully authorized to enter into and to execute this Agreement on behalf of the named party.

h. Any notice required or permitted under this Agreement shall be in writing and shall be delivered personally, sent by certified mail, return receipt requested, or sent by a nationally recognized overnight courier, addressed to: (i) the City and GCPD, to the attention of the Chief of Police, Garden City Police Department, with a copy to the City Manager; and (ii) USD 457, to the attention of the Superintendent, Unified School District No. 457. A party may change its address for notice by

written notice to the other parties. Notice is effective upon personal delivery, upon the date shown on the return receipt, or one (1) business day after deposit with an overnight courier.

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

CITY OF GARDEN CITY, KANSAS

_____ By _____
Date TAM "TOM" NGUYEN, Mayor

ATTEST:

_____
CELYN N. HURTADO, City Clerk

GARDEN CITY POLICE DEPARTMENT

_____ By _____
Date Courtney E. Prewitt, Chief

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

_____ By _____
Date MARK HINDE, President

ATTEST:

_____
JENNIFER RAMOS, Clerk of the Board

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SCHOOL RESOURCE OFFICER AGREEMENT

THIS SCHOOL RESOURCE OFFICER AGREEMENT ("Agreement") is entered into this _____day of August, 2026, by and between the CITY OF GARDEN CITY, KANSAS ("City"), the GARDEN CITY POLICE DEPARTMENT ("GCPD"), and the BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. 457 ("USD 457").

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

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

2. **TERM.** The term of this Agreement shall be from the first day of school in August 2026 through the last day of school in May 2029, as designated by USD 457's academic calendar, provided that the term may be extended by USD 457 as it deems necessary to satisfy attendance requirements that may have been affected by weather or other factors. During days that schools are not in session, SROs shall perform regular police duties at a duty station as determined by the City's Chief of Police.

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

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

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g. Refer students and/or their families to the appropriate agencies for assistance

when a need is determined.

h. Notify the building principal as soon as practicable of any significant enforcement event or public safety threat, including advising the building principal prior to taking legal action, subject to the SRO's duties under the law (unless, in the SRO's professional opinion, circumstances prevent prior notice).

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

l. Maintain the confidentiality of student records, as outlined in paragraph 10 below.

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

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c. USD 457 will provide each SRO with a USD 457 network account and with access to USD 457's Skyward student information system, at the level of access USD 457 determines is necessary for the SRO to perform the duties described in this Agreement. Such access is furnished to the SRO in the SRO's capacity as a school official under paragraph 10 and is limited to student records in which the SRO has a legitimate educational interest. Access is subject to USD 457's board policies and administrative procedures governing acceptable use, data security, and student privacy, and each SRO shall complete any FERPA or data privacy training USD 457 requires before access is granted. USD 457 may monitor and audit an SRO's use of Skyward. The City shall notify USD 457 in writing within five (5) business days after an officer ceases to be assigned as an SRO, and USD 457 shall promptly terminate that officer's access upon such notice, upon expiration or termination of this Agreement, or upon USD 457's determination that continued access is inconsistent with this Agreement or applicable law.

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

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

b. Any interviews of students conducted by SROs for law enforcement purposes shall be limited to and performed in accordance with USD 457's school board policy, so long as the policy does not conflict with GCPD Standard Operating Procedure.

10. **STUDENT RECORDS.** The release of student records is governed by Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). For purposes of access to student records, SROs are considered a "school official" and may be provided students' personally identifiable information ("PII") on an as-needed basis to carry out SRO duties for legitimate educational purposes. In addition, SROs may only use PII for the purpose for which the disclosure was made and to promote school safety and the physical security of students. SROs, acting as school officials, may request student records from a USD 457 administrator for legitimate educational purposes. SROs may not disclose PII obtained from student records, without prior written consent, to others, including other officers who are not acting in the capacity as school officials, unless the disclosure fits within one of the exceptions to consent in FERPA. Access furnished to SROs under paragraph 8(c) is subject to this paragraph.

11. **INDEMNITY.** Indemnification for the parties will be governed by the Kansas Tort Claims Act, K.S.A. 75-6101 et seq. Nothing in this Agreement shall be construed as a waiver by any party of the immunities, defenses, or limitations on liability available to it under the Kansas Tort Claims Act or other applicable law.

12. **NON-APPROPRIATION.** The obligations of the City and USD 457 under this Agreement are subject to the annual appropriation and budgeting of funds by their respective governing bodies. If sufficient funds are not appropriated or budgeted by a party for any fiscal year during which this Agreement is in effect, that party may terminate this Agreement effective at the end of the last fiscal year for which funds were appropriated, upon written notice given as soon as reasonably practicable after the determination is made. Termination under this paragraph shall not constitute a default by the terminating party, and no party shall have further obligation except for amounts accrued and unpaid as of the effective date of termination. Nothing in this Agreement shall be construed to create a debt or obligation in violation of the Kansas cash-basis law, K.S.A. 10-1101 et seq., or the Kansas budget law, K.S.A. 79-2925 et seq.

13. **MISCELLANEOUS.**

a. This Agreement is subject to the terms of Form DA146a (Rev. 07/19), which is attached hereto to and made part of this Agreement as though fully set forth in this Agreement.

b. Neither the City, GCPD, nor USD 457 may assign this Agreement without the prior written approval of all parties.

c. Nothing in this Agreement shall be construed as a limitation on the powers, rights, authority, duty and responsibilities conferred upon either party under Kansas law.

d. In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

e. The failure of either party to enforce one or more provisions of this Agreement with respect to any particular breach shall not be deemed or construed to constitute a waiver of any other breach of this Agreement.

f. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter contained herein and supersedes all prior agreements concerning the same subject matter, whether written or oral. This Agreement may be modified only by a writing signed by all parties.

g. The parties may execute this Agreement in counterparts. The parties represent and warrant that each respective signatory is fully authorized to enter into and to execute this Agreement on behalf of the named party.

h. Any notice required or permitted under this Agreement shall be in writing and shall be delivered personally, sent by certified mail, return receipt requested, or sent by a nationally recognized overnight courier, addressed to: (i) the City and GCPD, to the attention of the Chief of Police, Garden City Police Department, with a copy to the City Manager; and (ii) USD 457, to the attention of the Superintendent,

Unified School District No. 457. A party may change its address for notice by written notice to the other parties. Notice is effective upon personal delivery, upon the date shown on the return receipt, or one (1) business day after deposit with an overnight courier.

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

CITY OF GARDEN CITY, KANSAS

_____ By _____
Date TAM "TOM" NGUYEN, Mayor

ATTEST:

_____
CELYN N. HURTADO, City Clerk

GARDEN CITY POLICE DEPARTMENT

_____ By _____
Date Courtney E. Prewitt, Chief

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

_____ By _____
Date MARK HINDE, President

ATTEST:

_____
JENNIFER RAMOS, Clerk of the Board

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CROSSING GUARD AGREEMENT

THIS CROSSING GUARD AGREEMENT (Agreement) is made and entered into this ____ day of August, 2026, by and between the CITY OF GARDEN CITY, KANSAS (City), and the BOARD OF EDUCATION, UNIFIED SCHOOL DISTRICT NO. 457, FINNEY COUNTY, STATE OF KANSAS (USD 457).

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

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

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

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

2. **TERM.** The term of this Agreement shall be for the 2026 school year through the 2029 school year, commencing in August 2026, and ending in May 2029.

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

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

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

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

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

   (a) Recruitment and hiring of crossing guards;
   (b) Administration of all personnel issues pertaining to crossing guards;

(c) Assignment of crossing guards to locations identified by City; and
(d) Conducting a criminal history background check on each applicant in accordance with USD 457 board policy and applicable law prior to assignment as a crossing guard or substitute crossing guard.

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

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

8. **AUTHORITY TO CONTRACT.** City and USD 457 possess the power, privilege, and/or authority to enter into this Agreement pursuant to K.S.A. 12-101, *et seq.*, K.S.A. 72-1131 and K.S.A. 72-1138, and the Kansas Constitution, Article 6, Sec. 5; and Article 12, Sec. 5.

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

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

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

12. **DEFAULT.** Should a party fail to abide by the terms and conditions of this Agreement, the other party may declare a default and thereafter, give written notice of intent to terminate by reason of default, said notice to be not less than thirty (30) days. The party alleged to be in default shall have thirty (30) days from receipt of the notice to cure the default, and if the default is cured within that period the notice of intent to terminate shall be of no further force or effect. This Agreement shall not limit in any manner, the legal rights or remedies a party might have in the event of a default.

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

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

15. **INDEMNIFICATION.** Each party shall be responsible for the negligent or wrongful acts and omissions of its own officers, employees, and agents in the performance of this Agreement, to the extent of and subject to the limitations provided by the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.* Nothing in this Agreement shall be construed as a waiver by either party of the immunities, defenses, or limitations on liability available to it under the Kansas Tort Claims Act or other applicable law, nor as creating any right or cause of action in any third party.

16. **MANDATORY CONTRACT PROVISIONS.** This Agreement is subject to the mandatory contract provisions prescribed by the Kansas Department of Administration in Form DA-146a, as amended, a copy of which is attached hereto and incorporated herein by reference, as contemplated by K.S.A. 72-1148.

17. **NOTICES.** Any notice required or permitted under this Agreement shall be in writing and shall be delivered personally, sent by certified mail, return receipt requested, or sent by a nationally recognized overnight courier, addressed to: (a) City, to the attention of the City Manager, with a copy to the Chief of Police; and (b) USD 457, to the attention of the Superintendent. A party may change its address for notice by written notice to the other party. Notice is effective upon personal delivery, upon the date shown on the return receipt, or one (1) business day after deposit with a nationally recognized overnight courier.

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

CITY OF GARDEN CITY, KANSAS

_____ By _____
Date TAM "TOM" NGUYEN, MAYOR

ATTEST:

_____
Celyn N. Hurtado, City Clerk

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

_____ By_____
Date Mark Hinde, President

ATTEST:

_____
Jennifer Ramos, Clerk of the Board

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CROSSING GUARD AGREEMENT

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

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

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

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

2. **TERM.** The term of this Agreement shall be for the 2026 school year through the 2029 school year, commencing in August 2026, and ending in May 2029.

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

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

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

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

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

   (a) Recruitment and hiring of crossing guards;
   (b) Administration of all personnel issues pertaining to crossing guards;

(c) Assignment of crossing guards to locations identified by City; and
(d) Conducting a criminal history background check on each applicant in accordance with USD 457 board policy and applicable law prior to assignment as a crossing guard or substitute crossing guard.

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

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

8. **AUTHORITY TO CONTRACT.** City and USD 457 possess the power, privilege, and/or authority to enter into this Agreement pursuant to K.S.A. 12-101, *et seq.*, K.S.A. 72-1131 and K.S.A. 72-1138, and the Kansas Constitution, Article 6, Sec. 5; and Article 12, Sec. 5.

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

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

12. **DEFAULT.** Should a party fail to abide by the terms and conditions of this Agreement, the other party may declare a default and thereafter, give written notice of intent to terminate by reason of default, said notice to be not less than thirty (30) days. The party alleged to be in default shall have thirty (30) days from receipt of the notice to cure the default, and if the default is cured within that period the notice of intent to terminate shall be of no further force or effect. This Agreement shall not limit in any manner, the legal rights or remedies a party might have in the event of a default.

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

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

15. **INDEMNIFICATION.** Each party shall be responsible for the negligent or wrongful acts and omissions of its own officers, employees, and agents in the performance of this Agreement, to the extent of and subject to the limitations provided by the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.* Nothing in this Agreement shall be construed as a waiver by either party of the immunities, defenses, or limitations on liability available to it under the Kansas Tort Claims Act or other applicable law, nor as creating any right or cause of action in any third party.

16. **MANDATORY CONTRACT PROVISIONS.** This Agreement is subject to the mandatory contract provisions prescribed by the Kansas Department of Administration in Form DA-146a, as amended, a copy of which is attached hereto and incorporated herein by reference, as contemplated by K.S.A. 72-1148.

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

CITY OF GARDEN CITY, KANSAS

_____ By _____
Date TAM "TOM" NGUYEN, MAYOR

ATTEST:

_____
Celyn N. Hurtado, City Clerk

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

_____ By_____
Date Mark HInde, President

ATTEST:

_____
Jennifer Ramos, Clerk of the Board

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