

## Regular Board of Education Meeting

Monday, September 11, 2023 6:00 PM

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

### A. PLEDGE

### B. APPROVAL OF AGENDA - with the following amendments:

1. Additional certified and classified personnel actions for consideration, Item# F3
2. Remove Item# G1, Revised Board Policy IDCE
3. New Item# G10 Consider approval of the purchase of Functional Academics curriculum for RISE classrooms in the amount of \$17,700.00
4. New Item #G11 Boardworks Purchase (First Read)

### C. BUDGET HEARING FOR THE 2023-24 DISTRICT BUDGET

### D. DELEGATIONS, Q & A, PUBLIC COMMENTS, RECOGNITIONS, COMMITTEE REPORTS

### E. CORRESPONDENCE

### F. CONSENT AGENDA

#### 1. Minutes

- a. Minutes of the August 28, 2023 Regular Board of Education Meeting
2. Accounts Payable totaling \$6,730,706.65, noting that all major accounts contain adequate balances to meet current obligations.
3. Personnel
  - a. Certified
  - b. Classified
4. Other
  - a. Consider approval of 2023 -24 Child Nutrition and Wellness Department Staff Handbook.
  - b. Consider approval of School Psychologist Intern Agreement.
  - c. Consider approval of revised Board Policy GAOA Drug-Free Workplace using Alternative 1.
  - d. Consider approval of continuing with current Board Policy GBQA Reduction of Teaching Staff.
  - e. Consider approval of revised Board Policy KN Complaints.

### G. NEW BUSINESS

1. Consider and approve the State Contract quote from Global Industrial – Storage Building Shelves - Plant Facilities - \$37,596.48
2. Consider and approve the State Contract quote from Heartland Seating - Kenneth Henderson Bleachers - Plant Facilities - \$88,271.00
3. Consider and approve Garden City High School's out of state travel for the 2023-24 school year
4. Consider and approve the IEP Reviewer Services Agreement
5. Consider and approve the updated Long Term Sub Agreement
6. Consider and approve the bid for a Pre-Owned Pickup – Plant Facilities - in the amount of \$67,500.00
7. Consider and approve the bid for a Yale Material Handler – Plant Facilities - in the amount of \$22,746.00
8. Consider and approve the bid for a Mid-Size SUV – Transportation - in the amount of \$45,000.00
9. Consider and approve the bid for a Mid-Size Sedan – Transportation - in the amount of \$29,950.00
10. Consider and approve of the purchase of Functional Academics curriculum for RISE classrooms in the amount of \$17,700.00

11. Boardworks Purchase (First Read)

H. **BOARD OPEN DISCUSSION**

I. **NEXT BOARD MEETING**

J. **ACCOUNTS PAYABLE REVIEW**

K. **ADJOURNMENT**

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Colleen Drees, Chief Financial Officer  
**DATE:** September 6<sup>th</sup>, 2023  
**RE:** Budget Hearing for the 2023-2024 District Budget

---

### **ISSUE:**

The Board of Education is asked to consider and hold the revenue neutral rate hearing for the 2023-2024 school year.

### **BACKGROUND:**

Each year the Board of Education is asked to approve the budget and revenue neutral rate for the school year. The hearing notice and dates are required to be published 10 days in advance of the budget hearing. This year we had a delay for publication in our local newspaper due to a limitation of weekly published copies of the newspaper. We have set up a special meeting on September 18<sup>th</sup> to hold the budget and revenue neutral rate hearings which allows for a ten-day period between hearing and publication.

### **ALTERNATIVES:**

1. No action needed this meeting.

### **RECOMMENDATION:**

It is recommended that the Board Of Education open the Revenue Neutral Rate Hearing as published, explain the delay in publication and the rescheduling of the hearing to September 18<sup>th</sup> at 6pm.

### **FISCAL NOTE:**

Not Applicable

### **ATTACHMENTS:**

Code 99 Signatures

**Notice of Hearing 2023-2024 Budget**

The governing body of Unified School District 457 will meet on the 18th day of September 2023 at 6:05 PM at Education Support Center - 1205 Fleming St, Garden City, KS 67846 for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of tax to be levied. Detailed budget information, including budget profile, building needs assessment and Board state assessments review is available at Education Support Center - District Office on the district website and will be available at this hearing.

The Amount of 2023 Tax to be Levied and Expenditures (published below) establish the maximum limits of the 2023-2024 Budget. The 'Est. Tax Rate' (column 7), shown for comparative purposes, is subject to slight change depending on final assessed valuation.

	Code 99 Line	2021-2022 Actual		2022-2023 Actual		2023-2024 Proposed Budget		
		Actual Expenditures (1)	Actual Tax Rate* (2)	Actual Expenditures (3)	Actual Tax Rate* (4)	Budgeted Expenditures (5)	Amount of 2023 Tax to be Levied (6)	Est. Tax Rate* (7)
<b>OPERATING</b>								
General	06	54,248,839	20.000	57,754,537	20.000	61,480,548	8,320,421	20.000
Supplemental General (LOB)	08	16,619,901	14.987	17,765,955	13.791	19,447,880	6,933,321	14.992
<b>SPECIAL REVENUE</b>								
Federal Funds	07	6,266,718		8,898,144		8,942,400		
Adult Education	10	0	0.000	0	0.000	0	0	0.000
Preschool-Aged At-Risk	11	455,439		299,944		451,052		
Adult Supplemental Education	12	0		0		0		
At Risk (K-12)	13	10,472,617		13,034,378		20,823,868		
Bilingual Education	14	2,650,861		2,771,689		3,355,792		
Virtual Education	15	182,719		297,810		660,000		
Capital Outlay	16	8,458,854	7.750	7,988,923	7.755	13,066,642	3,698,779	7.998
Driver Training	18	8,478		28,529		81,500		
Declining Enrollment	19	0	0.000	0	0.000	0	0	0.000
Extraordinary School Program	22	0		0		0		
Food Service	24	4,580,241		4,961,583		7,017,575		
Professional Development	26	336,671		419,705		1,446,730		
Parent Education Program	28	343,958		347,748		423,880		
Summer School	29	0		0		0		
Special Education	30	12,395,341		12,086,698		15,351,000		
Cost of Living	33	0	0.000	0	0.000	0	0	0.000
Career and Postsecondary Education	34	1,161,231		1,106,442		1,232,406		
Gifts and Grants	35	647,594		1,261,731		1,149,500		
Special Liability Expense Fund	42	0	0.000	0	0.000	0	0	0.000
School Retirement	44	0	0.000	0	0.000	0	0	0.000
Extraordinary Growth Facilities	45	0	0.000	0	0.000	0	0	0.000
Special Reserve Fund	47	11,390,448		13,081,680				
KPERS Special Retirement Contribution	51	7,843,618		7,712,454		8,213,764		
Contingency Reserve	53	205,000		0				
Textbook & Student Material Revolving	55	1,661,309		281,187				
Activity Fund	56	1,235,898		2,648,562				
<b>DEBT SERVICE</b>								
Bond and Interest #1	62	6,744,531	6.394	6,923,056	7.586	7,119,056	2,964,187	6.410
Bond and Interest #2	63	0	0.000	0	0.000	0	0	0.000
No-Fund Warrant	66	0	0.000	0	0.000	0	0	0.000
Special Assessment	67	0	0.000	0	0.000	0	0	0.000
Temporary Note	68	0	0.000	0	0.000	0	0	0.000
<b>COOPERATIVES<sup>1</sup></b>								
Special Education	78	0		0		0		
<b>TOTAL USD EXPENDITURES</b>	100	147,910,266	49.131	159,670,755	49.132	170,263,593	21,916,708	49.400
Less: Transfers	105	36,399,446		44,692,623		32,442,644		
<b>NET USD EXPENDITURES</b>	110	111,510,820		114,978,132		137,820,949		
<b>TOTAL USD TAXES LEVIED</b>	115	19,163,744		21,259,571		21,916,708		

1. Sponsoring District Only

\*Tax Rates are expressed in Mills

**Notice of Hearing 2023-2024 Budget**

	Code 99 Line	2021-2022 Actual		2022-2023 Actual		2023-2024 Proposed Budget		
		Actual Expenditures (1)	Actual Tax Rate* (2)	Actual Expenditures (3)	Actual Tax Rate* (4)	Budgeted Expenditures (5)	Amount of 2023 Tax to be Levied (6)	Est. Tax Rate* (7)
<b>OTHER</b>								
Historical Museum	80	0	0.000	0	0.000	0	0	0.000
Public Library Board	82	0	0.000	0	0.000	0	0	0.000
Public Library Board Employee Benefits	83	0	0.000	0	0.000	0	0	0.000
Recreation Commission	84	0	0.000	0	0.000	0	0	0.000
Rec Comm Emp Benefits & Spec Liab	86	0	0.000	0	0.000	0	0	0.000
<b>TOTAL OTHER</b>	120	0	0.000	0	0.000	0	0	0.000
<b>TOTAL TAXES LEVIED</b>	125	\$19,163,744		\$21,259,571		\$21,916,708		
Assessed Valuation - General Fund	128	\$373,782,290		\$403,442,588		\$416,021,050		
Assessed Valuation - All Other Funds	130	\$396,346,352		\$447,529,977		\$462,463,029		
Assessed Valuation - Capital Outlay	129	\$394,057,657		\$445,238,956		\$462,463,029		
<b>Outstanding Indebtedness, July 1</b>		2021		2022		2023		
General Obligation Bonds	135	85,810,000		82,425,000		78,695,000		
Capital Outlay Bonds	140	0		0		0		
Temporary Note	145	0		0		0		
No-Fund Warrant	150	0		0		0		
Lease Purchase Principal	153	0		0		0		
<b>TOTAL USD DEBT</b>	155	85,810,000		82,425,000		78,695,000		

\*Tax Rates are expressed in Mills

*John Wiese*  
Board President

*Jennifer Ramos*  
Clerk of the Board

**Exceeding the Revenue Neutral Tax Rate for the 2023-2024 School Year**

The governing body of Unified School District 457 will meet on the 18th day of September 2023 at 6:00 PM at Education Support Center, 1205 Fleming Street, Garden City, KS 67846 for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of tax to be levied. Detailed budget information, including budget profile, is available at Education Support Center - District Office and will be available at this hearing.

**Revenue Neutral Tax Rate**

	2022-2023			2023-2024	
	Actual Tax Levied	Actual Tax Rate	Neutral Tax Rate	Estimated Tax Levied	Est. Tax Rate
General	\$7,582,964	20.000	<b>18.178</b>	\$8,320,421	<b>20.000</b>
Bond and Interest #2	\$0	0.000		\$0	<b>0.000</b>
<b>ALL OTHER FUNDS</b>					
Supplemental General (LOB)	\$6,198,312	13.791		\$6,933,321	14.992
Adult Education	\$0	0.000		\$0	0.000
Capital Outlay	\$3,582,966	7.755		\$3,698,779	7.998
Cost of Living	\$0	0.000		\$0	0.000
Special Liability Expense Fund	\$0	0.000		\$0	0.000
Extraordinary Growth Facilities	\$0	0.000		\$0	0.000
Bond and Interest #1	\$3,409,441	7.586		\$2,964,187	6.410
No-Fund Warrant	\$0	0.000		\$0	0.000
Special Assessment	\$0	0.000		\$0	0.000
Temporary Note	\$0	0.000		\$0	0.000
Historical Museum	\$0	0.000		\$0	0.000
Public Library Board	\$0	0.000		\$0	0.000
Public Library Board Employee Benefits	\$0	0.000		\$0	0.000
<b>Sub Total - All Other Funds</b>	<b>\$13,190,719</b>	<b>29.132</b>	<b>26.587</b>	<b>\$13,596,287</b>	<b>29.400</b>

*John Wiese*

Board President

*Jennifer Ramos*

Clerk of the Board

**MINUTES**  
**Regular Board of Education Meeting**  
**Garden City Unified School District No. 457**  
**Board Meeting Room, 1205 Fleming Street**  
**Monday, August 28, 2023; 6:00 p.m.**  
 Page 1

The Board of Education of Garden City USD 457 met in regular session on Monday, August 28, 2023, at 6:00 p.m. in the Board Meeting Room, 1205 Fleming Street, Garden City, Kansas 67846.

Board members present were Andy Fahrmeier, Jackie Gigot, Randy Ralston, Mark Rude, Jennifer Standley and John Wiese. Joining board members at the conference table was Superintendent, Dr. Mike Dominguez. Also in attendance were; Josh Guymon, Assistant Superintendent; Dr. Joe Alcorta, Chief Human Resource Officer, and Colleen Drees, Chief Financial Officer. Approximately 5 observers were present in the audience.

John Wiese, President, called the meeting to order at 6:00 p.m. The meeting opened with the Pledge of Allegiance.

**APPROVAL OF AGENDA**

	Fahrmeier	Gigot	Ralston	Rude	Standley	Wiese
Motion		X				
Second	X					
Aye	X	X	X	X	X	X
Nay						
Abstain						

**Motion:** That the Board of Education approve the meeting agenda with the following amendments:

1. Additional certified and classified personnel actions for consideration, Item #E-3.
2. Additional Item #I-1 - Executive Session, for Personnel matters for non-elected personnel.
3. Item #E-2 - Correct account payables amount to \$4,288,071.59

**DELEGATIONS, Q & A, PUBLIC COMMENTS, (a speaker or group will be allotted five minutes to speak after signing a request to address the Board of Education), RECOGNITIONS, COMMITTEE REPORTS**

1. Presentation on Journalism and Multimedia Programs - Eric Velander, Journalism and Multimedia teacher at GCHS. Virginia Duncan, Associate Principal at Garden City High School in the Arts and Communications Academy introduced Eric Velander to speak about the programs he teaches at Garden City High School. This is Mr. Velander’s second year teaching at Garden City High School. He was joined by Buffalo Broadcasting President Gabriel Galvez and Vice President Javier Perez. He shared that his advanced class size has increased from 14 students last year to 52 students this year. They shared future goals for the program that they are excited to work on this year.

**CORRESPONDENCE - None**

**MINUTES**  
**Regular Board of Education Meeting**  
**Garden City Unified School District No. 457**  
**Board Meeting Room, 1205 Fleming Street**  
**Monday, August 28, 2023; 6:00 p.m.**  
 Page 2

**APPROVAL OF CONSENT AGENDA**

	Fahrmeier	Gigot	Ralston	Rude	Standley	Wiese
Motion	X					
Second					X	
Aye	X	X	X	X	X	X
Nay						
Abstain						

**Motion:** That the Board of Education approve all consent agenda items as amended. Approved actions are as follows.

1. **MINUTES** of the August 14, 2023 Regular Board of Education Meeting – approved as presented.
2. **ACCOUNTS PAYABLE** totaling \$4,288,071.59, noting that all major accounts contain adequate balances to meet current obligations – approved as amended.
3. **PERSONNEL** – approved all certified and classified personnel actions as follows:
  - a. **Certified**  
Appointments: Valeria Arambula Rascon, Jana Brown, Kyler Lamb  
Resignations: Dr. Alcorta, chief human resources officer at the Educational Support Center, submitted his resignation and waiver request on August 4, 2023 for the \$2,500 liquidated damages fee. The appeal panel met on August 11, 2023 and recommended that the assessment be waived. It is recommended that Dr. Alcorta be released from his contract.  
Transfers:
    - Bethany Mosburg – from adaptive/interrelated position at Edith Scheuerman Elementary School to adaptive/interrelated position at Horace Good Middle School effective August 22, 2023.

**Other:**

**TUITION REIMBURSEMENT AGREEMENT:**

- Linda Powell – Master’s Degree

**b. Classified**

Appointments: Rylie Andazola, Maricela Baltazar, Andrea Brown, Irais Castaneda, Oby Do Lar, Jessica Esquivel, Alette Garcia, Joeseeph Harmon, Micah Hayden, Tianna Hiner, Jessica Lemons, Hannah MacWhinnie, Teresita Perez, William Witzke

Resignations: Nancy Colocho, Guadalupe Delgado, Mislaisys Diaz Dominguez, Maria Diego, Alejandra Flores, Nicholas Neathery, Leah Phimmasone

**Transfers:**

- Crisanta Bandera-Diaz from Custodian at Garden City High School to Custodian at Horace Good Middle School
- Valerie Cramer from Administrative Assistant at Garden City High School to Building/Library Paraprofessional at Garden City High School
- Austin Longoria from Special Education Paraprofessional at Therapeutic Education Center to ISS Paraprofessional at Garden City Achieve
- Alondra Mena from Intervention Paraprofessional at Bernadine Sitts Intermediate Center to Library Paraprofessional at Gertrude Walker Elementary School

**MINUTES**  
**Regular Board of Education Meeting**  
**Garden City Unified School District No. 457**  
**Board Meeting Room, 1205 Fleming Street**  
**Monday, August 28, 2023; 6:00 p.m.**  
Page 3

- Brooke Ptacek from Special Education Paraprofessional at Horace Good Middle School to Special Education 1:1 Paraprofessional at Horace Good Middle School
- Diana Sanchez from Sub Bus Driver at Transportation to Route Bus Driver at Transportation
- Nelly Santana from Custodian at Victor Ornelas to Custodian at Garden City High School

Other:

Gina Galpin, Director of Special Education is requesting:

- Change the special education paraprofessional position transferred from Florence Wilson Elementary School to Charles Stones Intermediate Center in the memo dated 4/26/23 from a Para I to a Para II (1:1) position. Arlette Garcia is currently in that position.
- Move the .5 interpreter special education paraprofessional position filled by Vanessa Smith from Horace Good Middle School to Garden City High School.

Andrea Baker, Principal at Garfield Early Childhood Center is requesting:

- Change the special education paraprofessional position previously held by Leah Phimmasonne from full-time to two part-time special education paraprofessional positions.
- Change the special education paraprofessional position previously held by Alejandra Flores from full-time to two part-time special education paraprofessional positions.

**4. OTHER**

- a. Revised Board Policy GAAF Emergency Safety Interventions – Approved as presented.
- b. Revised Board Policy GARID Military Leave – Approved as presented.
- c. New Board Policy IFCC Overnight Accommodations – Approved as presented.
- d. Revised Board Policy JH Student Activities – Approved as presented.
- e. Revised Board Policy KK Disposal of District Property – Approved as presented.
- f. Adoption of Resolution of Board Vacancy – Approved as presented.

**NEW BUSINESS**

1. Boundary Study – RSP and Associates – Robert Schwartz presented the following; Boundary Process, Defined Process Roles, Sophisticated Forecast Model Methodology, ACE Concept (Academics, Culture, Economics), Guiding Principles Examples, Boundary Criteria, and Boundary Scenario Example. Board members discussed and questions were answered.

The board was asked to consider approval of a Boundary Study proposal from RSP and Associates. The following action was taken.

**MINUTES**  
**Regular Board of Education Meeting**  
**Garden City Unified School District No. 457**  
**Board Meeting Room, 1205 Fleming Street**  
**Monday, August 28, 2023; 6:00 p.m.**  
 Page 4

	Fahrmeier	Gigot	Ralston	Rude	Standley	Wiese
Motion		X				
Second					X	
Aye		X				X
Nay	X		X	X	X	
Abstain						

**Motion:** That the Board of Education table the discussion until the contract is complete and make the proposal for the 2025-26 school year instead of the 2024-25 school year.

Motion failed.

	Fahrmeier	Gigot	Ralston	Rude	Standley	Wiese
Motion				X		
Second					X	
Aye	X		X	X	X	
Nay		X				X
Abstain						

**Motion:** That the Board of Education proceed with the proposal for a boundary study with discussed corrections made to the contract by legal counsel and that a workshop is held prior to the January 8, 2024 board meeting.

2. 2023 -24 Child Nutrition and Wellness Department Staff Handbook (First Read) – Josh Guymon, Assistant Superintendent. No questions asked. Item will be placed on the consent agenda at the next meeting.
3. School Psychologist Intern Agreement (First Read) - Josh Guymon, Assistant Superintendent. No questions asked. Item will be placed on the consent agenda at the next meeting.

Jennifer Standley left the board meeting room at 7:22 p.m. and returned at 7:23 p.m.

4. Discussion of the 2023-24 District Budget and consider approval for publication – Colleen Drees, Chief Financial Officer. Board members questions were answered.

**Motion:** That the Board of Education approve publication of the notice exceeding the revenue neutral tax rate for the 2023 - 2024 school year and publication of the 2023-2024 budget to our website and the Garden City Telegram.

**MINUTES**  
**Regular Board of Education Meeting**  
**Garden City Unified School District No. 457**  
**Board Meeting Room, 1205 Fleming Street**  
**Monday, August 28, 2023; 6:00 p.m.**  
 Page 5

	Fahrmeier	Gigot	Ralston	Rude	Standley	Wiese
Motion		X				
Second			X			
Aye	X	X	X	X	X	X
Nay						
Abstain						

5. Board Policy GAOA Drug-Free Workplace (First Read) – Josh Guymon, Assistant Superintendent – Board members questions were answered. Item will be placed on the consent agenda at the next meeting.

6. Revised Board Policy GBQA Reduction of Teaching Staff (First Read) – Josh Guymon, Assistant Superintendent - Board members questions were answered. Item will be placed on the consent agenda at the next meeting.

7. Revised Board Policy KN Complaints (First Read) – Josh Guymon, Assistant Superintendent - Board members questions were answered. Item will be placed on the consent agenda at the next

meeting.

8. Quote - Imaging Learning in the amount of \$220,000.00 for District Wide ClassLink Integration – Colleen Drees, Chief Financial Officer. Board members questions were answered. The following action took place.

	Fahrmeier	Gigot	Ralston	Rude	Standley	Wiese
Motion				X		
Second	X					
Aye	X	X	X	X	X	X
Nay						
Abstain						

**Motion:** That the Board of Education approve the Imagine Learning curriculum quote.

**BOARD OPEN DISCUSSION**

Andy Fahrmeier stated that it was great to have Mr. Velander and his students present on the Buffalo Broadcasting program. He enjoyed hearing from the students about what they are learning.

Mark Rude stated that we have completed the second full week of school and he appreciates all that the teachers are doing and wishes the kids and the support staff all the best in the classroom this year. He also stated that transportation seems to be doing a fabulous job.

Jennifer Standley stated that she wanted to thank Mr. Velander for his presentation and that it's great to hear from the kids and see their enthusiasm about being in school and sharing their plans for after high school. She also stated that the heat is taking a toll with the bussing and she believes they are doing their best to support the divers and the kids. She also stated that coaches and trainers are doing a great of monitoring our kids and taking water breaks to keep our kids safe during practices. She stated that she appreciate that and wants to thank the staff.

**MINUTES**  
**Regular Board of Education Meeting**  
**Garden City Unified School District No. 457**  
**Board Meeting Room, 1205 Fleming Street**  
**Monday, August 28, 2023; 6:00 p.m.**  
 Page 6

John Wiese thanked the staff for their presentations and work on those and he also stated that he appreciates the discussion on the boundary study and he is excited that we're moving forward with that even though he has some reservations on the timing.

**NEXT BOARD MEETING** - THE NEXT MEETING OF THE BOARD OF EDUCATION WILL TAKE PLACE ON MONDAY, SEPTEMBER 11, 2023 AT 6:00 P.M. IN THE BOARD MEETING ROOM AT THE EDUCATIONAL SUPPORT CENTER, 1205 FLEMING STREET, GARDEN CITY, KANSAS.

**EXECUTIVE SESSION** - the following action was taken.

	Fahrmeier	Gigot	Ralston	Rude	Standley	Wiese
Motion		X				
Second	X					
Aye	X	X	X	X	X	X
Nay						
Abstain						

**Motion:** I move that the Board of Education recess for an executive session at 7:45 p.m. for the purpose of discussing an employee's job performance. The justification for the executive session is to protect the privacy of the employee's personnel record and is provided by K.S.A. 75-4319(b)(1). The open meeting is to resume in this room at 8:15 p.m. The Board of Education members and Dr. Dominguez shall be included in the executive session.

The board members returned to the meeting room and the following action was taken.

	Fahrmeier	Ralston	Rude	Wiese
Motion			X	
Second		X		
Aye	X	X	X	X
Nay				
Abstain				

**Motion:** That the Board of Education extend the executive session for 30 minutes beginning at 8:15 p.m. and the open meeting will resume at 8:45 p.m.

The board members returned the meeting room and the following action was taken.

	Fahrmeier	Gigot	Ralston	Wiese
Motion	X			
Second			X	
Aye	X	X	X	X
Nay				
Abstain				

**Motion:** That the Board of Education extend the executive session for 15 minutes beginning at 8:45 p.m. and the open meeting will resume at 9:00 p.m.

**MINUTES**  
**Regular Board of Education Meeting**  
**Garden City Unified School District No. 457**  
**Board Meeting Room, 1205 Fleming Street**  
**Monday, August 28, 2023; 6:00 p.m.**  
 Page 7

The board members returned to the meeting room and the following action was taken.

	Fahrmeier	Gigot	Ralston	Rude	Standley	Wiese
Motion			X			
Second	X					
Aye	X	X	X	X	X	X
Nay						
Abstain						

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

**Motion:** That the Board of Education meeting be adjourned at 9:01 p.m.

DRAFT

Respectfully submitted,

Approved:

\_\_\_\_\_  
 Jennifer Ramos, Clerk

\_\_\_\_\_  
 John Wiese, President

BOARD OF EDUCATION

**Certified Personnel Actions**

September 11, 2023

**APPOINTMENT:**

Reigan McGraw, Garden City, Kansas, is recommended for an English language arts position at Horace Good Middle School effective September 11, 2023. She is a former USD 457 teacher with 25 years' experience.

BOARD OF EDUCATION

**Addendum to Certified Personnel Actions**

September 11, 2023

**TRANSFER:**

Michael Drew Thon - from associate principal/athletic director position at Garden City High School to chief human resources officer position at the Educational Support Center.

**BOARD OF EDUCATION**  
**Classified Personnel Actions**

September 11, 2023

<b>RETIREMENTS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Kristy Powers	Software Support Specialist	Educational Support Center	9/18/23

<b>RESIGNATIONS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Jessica Garcia	Special Education Paraprofessional	Florence Wilson Elementary School	8/24/23
Liset Ortega	Bus Driver	Transportation	5/17/23
Fabian Reyes	SYSOP	Kenneth Henderson Middle School	9/6/23
Jorge Sotelo	Custodian	Gertrude Walker Elementary School	8/14/23

<b>ASSIGNMENTS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Rosalia Aguilar	Special Education Paraprofessional	Garfield Early Learning Center	8/29/23
Kendra Denning	Special Education Paraprofessional	Victor Ornelas Elementary School	8/29/23
Jesus Diaz, Jr.	Bilingual Paraprofessional	Buffalo Jones Elementary School	9/6/23
Samuel Gossman	Custodian	Florence Wilson Elementary School & Charles Stones Intermediate Center	8/30/23
Lisset Ramirez-Salvador	Special Education Paraprofessional	Garfield Early Learning Center	8/30/23
Maria Sanchez-Alba	Office Assistant – Human Resources	Educational Support Center	9/6/23

<b>TRANSFERS</b>	<b>FROM</b>	<b>TO</b>	<b>DATE</b>
Guadalupe Montes	Custodian Horace Good Middle School	Custodian Victor Ornelas Elementary School	9/1/23

**OTHER**

Shane Faurot, Director of Plant Facilities, is requesting

- Close 1.0 Custodian/Grounds Manager position and open 1.0 Custodian/Assistant Maintenance Manager position. Brad Stoppkotte will transfer to this position.
- Open 1.0 Grounds Supervisor position. Brian Knight will transfer into this position.
- Move Kenneth Schwindt from a Maintenance I position to a Maintenance 2 position vacated by Martin Sotelo. Kenneth has assumed additional responsibilities.

BOARD OF EDUCATION  
**Classified Personnel Actions Addendum**

September 11, 2023

<b>ASSIGNMENTS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Kyle Crum	Mechanic	Transportation	9/11/23
Jannet Juarez	Special Education Paraprofessional	Garfield Early Learning Center	9/11/23

<b>TRANSFERS</b>	<b>FROM</b>	<b>TO</b>	<b>DATE</b>
Hilana Carrera	Substitute Bus Driver Transportation	Bus Driver Transportation	8/30/23
Rose Kopp	Intervention Paraprofessional Kenneth Henderson Middle School	Special Education Paraprofessional Kenneth Henderson Middle School	9/7/23

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Tracy Johnson, Nutrition Service Director  
**DATE:** 9-6-2023  
**RE:** Approval of Nutrition Service Handbook

---

### **ISSUE:**

The Board of Education is asked to approve the Nutrition Service Handbook. The handbook was presented for a first read at the 8-28-23 meeting and is returning on the consent agenda.

### **BACKGROUND:**

All handbooks must be approved by the BOE. The Nutrition Service Department waited until the Classified Handbook was approved to assure all policies aligned with the district policies.

### **ALTERNATIVES:**

1. Approve the handbook as presented
2. Not approve the handbook as presented
3. Make alternate recommendation to staff

### **RECOMMENDATION:**

It is recommended that the Board of Education approve the Nutrition Service Handbook.

### **FISCAL NOTE:**

Not applicable.

### **ATTACHMENTS:**

Child Nutrition and Wellness  
Department Staff Handbook

# Garden City USD 457

## Child Nutrition and Wellness Department Staff Handbook



2023 -2024

**“Quality Meals – Healthy Students”**

**PURPOSE**

The purpose of this handbook is to serve as an informational service to new Nutrition Services staff and to update existing staff as to expectations and regulations in USD 457 Nutrition Services. **Detailed information on personnel benefits provided and regulations can be found in the classified handbook.**

# Mission Statements

## “Quality Meals – Healthy Students”

### “Promoting Overall Wellness for Students and Employees to Help Build a Healthier Community”

#### We believe that:

1. All customers are important and will be served in a courteous manner.
2. Healthy meals can be appetizing.
3. School menus can be used as a guideline for healthy eating.
4. Hungry students cannot learn.
5. School menus should be student driven.
6. School meals will be prepared utilizing the highest food safety standards.
7. School menus reflect the District’s ethnic diversity.
8. School menus will follow the Recommended American Dietary Guidelines for 2020 - 2025.
9. All students should be able to enjoy their meals in a pleasant atmosphere.
10. School meals contribute to the District’s total learning community.

#### Vision: “Program Excellence”

##### Excellence Criteria:

1. Maintain department’s self-supporting status.
2. Increase participation to the following percentages:
  - a. 90% Elementary
  - b. 90% Intermediate
  - c. 80% Middle School
  - d. 75% Senior High
3. Menus continue to meet Nutritional Guidelines set forth by the USDA.

Tracy Johnson, Nutrition Services Director – Ext. 7080  
Rita Keim, Office Manager – Ext. 7082  
Yolanda Pichardo, Free and Reduced – Ext. 7084  
Susana Esquivel, Food & Nonfood Inventory – Ext. 7083  
Yesenia Gomez, Wellness Specialist

Education Support Center  
1205 Fleming  
Garden City, Kansas 67846  
620-805-7080 (Office)  
620-805-7197 (Fax)

# PERSONNEL

## POSITIONS

General assignments are made to each staff member in the fall, but each employee is to bear in mind that he/she is a part of the whole operation and should strive for the betterment of the Nutrition Service Department; assignments may change throughout the course of the year.

## REQUEST FOR TRANSFER

The Director of Nutrition Services has the right to move staff into comparable open positions. When a position is open, it will be posted to in-district for three days. It is the responsibility of all employees to check their e-mail on a regular basis. Interested staff should apply for transfer via the districts Transfer Center. Interviews will be conducted and best applicant hired. Unfilled positions will be open to the public. ***Staff is to notify their manager before applying for another position.***

## SALARY

Employee salary will be figured on the hours worked with deductions for FICA, State and Federal withholding taxes, and KPERS for employees who qualify. Medical insurance is also available for those who meet the Notice of Personnel Action (NPA) hourly requirements. ***Refer to the Classified Employee Handbook.***

## EVALUATIONS

Employee supervisor will complete an evaluation when your 60-day probation is completed. It will be reviewed with you and you will have the opportunity to make comments. All employees will evaluate their work performance in addition to being evaluated in the spring of each year by their supervisor. ***Evaluation tool is located in Appendix A.***

## PERSONAL INFORMATION

Employees are responsible to keep Nutrition Services and the Personnel Department informed of any personal information changes – name, address, phone number, etc.

## CHANNELS OF COMMUNICATION

Employees are responsible to their immediate supervisor and shall direct problems, criticisms and suggestions through the supervisor. Employees who attempt to “go over the head” of their supervisor without informing him/her are considered unethical.

## RESIGNATION OR TERMINATION

Upon resignation or termination all property of USD 457 must be returned (uniforms, aprons, back belts, name badges) prior to receiving your last check.

## TIME CLOCK

True Time on Skyward Software is an official accountability tool, which will be used to produce legal documents during wage and hour audits. Each employee will be responsible to monitor their own daily time and submit their weekly time sheet at the end of each week. Time sheet information can be accessed thru the District’s web site or thru the time clock when submitting your weekly time sheet. Add a note to explain if extra time has been worked. Unapproved

exceptions to an employee's approved time schedule will result in a verbal warning. The second notice will be written and placed in their personnel file. A third time of undocumented or unapproved time will warrant probation. *True Time/Skyward instructions are located in Appendix B.*

It is the employee's responsibility to make up any time within the week it was taken.

### BREAKS

Breaks are to be taken as workload permits and are not cumulative. Employees who work over six hours will be required to take an uninterrupted 30-minute lunch break, in which they will clock in and out. If they choose to leave the building, they will not be able to take their complimentary lunch meal with them. If an employee's lunch break is scheduled during the time they are traveling to another school, they will not be paid mileage.

AM and PM breaks are included in the workday. Employees are not to leave the building during these times unless they clock out, and then back in, when they come back to the work place.

### ATTENDANCE

Policy: Nutrition Service employees will work their scheduled hours unless pre-arranged otherwise with the manager/director.

Employees are encouraged to schedule appointments after work hours or on non-duty days. *Current mileage sheets are located in Appendix C.*

### EXCEPTIONS TO REGULAR HOURS

Extra time worked will need to be pre-approved by the Nutrition Services Director. All short time needs to be made up during the current week. If not made up employees will not be paid for time missed. Compensatory time is prohibited.

### LEAVE NOTIFICATION

Nutrition employees must inform their manager before submitting leave request. All personal, sick and professional leaves will be requested on Skyward Employee Access. Staff can use the manager's computer, the computer lab, or their home computer. Personal leave should be scheduled at least one week in advance so that substitutes can be coordinated. However, the earlier the application is submitted the more likely it is to be approved. If employee does not have adequate leave time they are required to fill out a paper Leave of Absence form and turn it into their supervisor. Leave request approval will be considered in what effect the employees absence on the districts operations, as well as the availability of substitutes. Approval is granted based on the discretion of the Director.

### REPORTING PERSONAL ILLNESS

When any member of the staff is unable to report to work, they must speak to their supervisor directly and not leave a voicemail message, text message or speak to another employee at least 30 minutes before shift starts. The supervisor will contact the Nutrition Service office to arrange for a substitute. When returning to work it is the responsibility of the employee to submit their sick leave on Skyward Employee Access. **All sick leaves are requested by hours, not days.**

## SNOW DAYS

Per Classified Handbook, three snow days will be compensated per school year. For additional snow days, employees must use one or a combination of the following: sick or personal leave.

Base managers are obligated to report to duty when they have scheduled deliveries or raw food to take out or cook. On these days, the manager will be paid for the actual time spent at the kitchen. If the manager does not have a scheduled delivery or have to attend to raw food product they must have Director's approval to report for work.

Assistants and satellite managers are not to report to work on the three compensatory snow days. If school is called after employees are at work, they will only be paid for the time they spend actually working. If they show up and find out there is no school, no compensation will be given. (Those who travel to JB or Ply will be given driving time). When the three compensated snow days have been used, staff reporting to work is based on the discretion of the Manager and Director. Safety, weather conditions and available work will all be considered when making the decision. If staff is on duty and the entire district is dismissed early due to deteriorating conditions, the employee does not have to make up the rest of their hours for the day.

## MILEAGE

Mileage reimbursement is available for staff members using personal vehicle during work hours for work related tasks. Employees will complete a mileage sheet using distances established by the district. Mileage sheets shall be turned in to the Nutrition Service Office at the end of each month. *Current mileage sheets are located in Appendix D.*

## DRESS CODE

Nutrition service employees are expected to present a professional appearance and that their dress, grooming and personal hygiene should be appropriate for working with and around food.

### (1) Shirts

- a. Full time employees will be provided with five colored uniform tops. Each year, Nutrition Service employees can exchange one used uniform shirt for a new one.
- b. Shirts are to be kept cleaned and in good repair.
- c. Shirts are made of cotton and should be washed in warm water with non-chlorine detergent and hung on a hanger directly out of dryer to prevent wrinkles. If wrinkled, shirts should be pressed.
- d. Undershirt must match the color of the uniform top and not hang lower than uniform shirt. If under shirt is long sleeved, sleeves must be pulled up above elbow during production.
- e. Employees are required to wear the same colored shirts as fellow employees each day. On Fridays, school "spirit" or shirts promoting school lunch are permitted.
- f. Uniform tops are to be worn only on the job and while traveling to and from work.

(2) Pants

- a. Employees are to wear straight leg black pants or straight line below the knee skirt or skort.
- b. Pants are to be constructed of cotton or polyester and fit the employee well (not too tight or thin to allow undergarments to show).
- c. Pants are to be in good repair and free of stains, holes, and wrinkles.
- d. Sweat pants, wind pants, cropped pants, and capris are not permitted. Jeans are ONLY permitted on Friday's and or "spirit" days.
- e. If employee chooses to wear a skirt or short, white hose are to be worn.

(3) Shoes

- a. Shoes must be black waterproof and slip resistant.
- b. No sandals (open toe), boots, or open heel shoes.
- c. Shoes are to be kept clean and in good repair and only worn to work.

(4) Aprons

- a. White aprons will be provided for production and colored aprons for serving.
- b. White aprons are provided from a local contract company. A clean white apron will be available each day for all employees to use during production.
- c. Aprons are to be changed after preparing raw foods.
- d. Colored aprons will be checked out to all employees to be worn during serving times. It is up to the individual employee to keep serving aprons clean.

(5) Hair restraint

- a. Hair nets will be provided.
- b. Hair must be secured off the neck by pony tail holder or clips.
- c. Hair restraint (hair net) must cover all hair to prevent the hair from moving.

(6) Back Belts

- a. Back belts are issued to all full time Nutrition Service Employees.
- b. Back belts are to be worn when lifting or doing other kitchen duties that may put stress on the lower back.

(7) All employees must also comply with the following personal appearance standards:

- a. Employees must keep hair clean and pulled up off the neck. All hair must be covered with a hair net.
- b. Jewelry, other than a plain wedding band is prohibited in the kitchen.
- c. Excess make up and or perfume should not be worn.
- d. Smoking is not permitted on USD #457 properties.
- e. Fingernails are to be cleaned, trimmed so whites of nails do not show when palms are facing up. Polish and artificial nails are prohibited.
- f. Fake eyelashes are prohibited
- g. Body piercing should not be visible.
- h. Practice good dental hygiene.
- i. Bathe daily and use a good deodorant.
- j. No chewing gum or chewing tobacco.

Any employee who does not meet the standard of this policy will be required to take corrective action, which may include leaving the premises to go home and change to approved attire. Employees will not be compensated for any work time missed because of failure to comply with this policy. Violations of this policy can also result in additional disciplinary actions.

### NAME BADGES

Upon hire, each employee receives a name badge with name, picture and building access. It is the employee's responsibility to keep their nametag in a secure location. If lost, employee is to contact their supervisor as soon as possible so it can be deactivated. Employee will be responsible for replacement costs.

### TELEPHONE CALLS

Kitchen Staff. . Kitchen staff cell phones are kept in employee's purse or locker away from the food production area. No personal telephone calls are allowed while working unless it is an emergency and cannot wait until after hours. If an employee is expecting an important phone call, the employee can place their phone on their manager's desk.

### INTERNET & E-MAIL

All staff will be required to read and sign the district use policy for Internet and e-mail yearly. Before a staff member can participate in using the internet/e-mail they must attend a district orientation session before they receive an account. The highlights from the District Policy are:

- School/Business Use
- Occasional personal note is not concern—excessive use is.
- Appropriate Content
  - No pornography, racist material, illegal material
  - Don't send material likely to be offensive to others
  - No commercial or for-profit use

Remember when you forward material it goes with your name attached. DO NOT forward materials not related to work. Do not spam others in the District with junk. If it is questionable....DO NOT send it.

### INAPPROPRIATE LANGUAGE

Profanity will not be tolerated from any employee. Employees who use inappropriate language will be subject to disciplinary action.

### CUSTOMER SERVICE

Remember, every time an employee talks to a parent/general public you are the representative of USD 457 and the Nutrition Services Department. Your attitude towards the program and your job is very important. Extend to parents and community members a warm invitation to join USD 457 Nutrition Services for breakfast or lunch. Our students are our most important customers. Treat them in a pleasant, respectful manner.

### MEAL BENEFIT

One lunch per day is allowed to food production/serving personnel. Since a lunch period is not granted for staff that work three (3) hours or less, they must make up the time if they wish to eat lunch. Meal benefits are not to be given to other employees or individuals and may not be “carried out” to eat after working hours.

One breakfast per day is granted to the assistant that serves. Breakfast meal benefits are not extended to other employees or individuals.

### EMPLOYEE ADMISSION TO SCHOOL-SPONSORED EVENTS

Those schools charging admission to public performances or scholastic events will honor school district identification badges, whereby each of these employees and his/her companion may be admitted to all events held under the direct sponsorship of that school. District passes are not valid at events sponsored directly by the Kansas State High School Activities Association.

# **SAFETY AND SANITATION IN NUTRITION SERVICES**

## ACCIDENTS

The school district shall provide such medical services and treatment, in accordance with the Kansas Workers Compensation Act, as may be reasonably necessary to cure and relieve employees from the effects of compensable injuries. It is the responsibility of each employee to report any and all personal injury or illnesses by accident arising out of and in the course of the employment of such employee.

## SECURITY AND SAFETY

Only authorized personnel are allowed in the kitchen during preparation and serving. No visitors, including spouses, employees children unless cleared by the Nutrition Service Director.

- A. Notification of the occurrence of an accident shall be given by the employee to the employee's immediate supervisor upon the occurrence of such accident, or as soon thereafter as reasonably possible.
- B. The School Nurse will assess the extent of the injury and determine if treatment is necessary.
- C. The school district shall not be liable for the payment or reimbursement of any charges for medical services or treatment not provided in accordance with this policy.

HACCP will be implemented and enforced by each kitchen manager in every District kitchen. The goal of HACCP is to prevent food safety problems from happening. With a HACCP program, we work to avoid food safety problems, instead of reacting to them after they occur. Employees will be required to read and sign off on the District's HACCP Plan on a yearly basis. The current HACCP plan can be found at [www.gckschools.com](http://www.gckschools.com).

New employees are required to take the 3 hour Food Service Basics class within 30 days of their first day of work. An eight-hour ServSafe manager class will be offered at the beginning of each year. Staff have the options of paying for and taking the ServSafe certification test. If they successfully pass the exam, they will be given a \$200.00 stipend for five years.

## TRAINING

Each year, Nutrition Service employees will be required:

- To complete assigned Public Works Trainings.
- Sign the Nutrition Service Employee Handbook, Classified Handbook, and the USD 457 HACCP plan Notice of Receipt.

## ATTENDANCE OF MEETINGS

Child Nutrition employees are required to attend such meetings that may be deemed necessary by the Director, Superintendent, or Principals for the promotion of the interests of the schools, or for special study, in-service education, or work on special assignments. Employees will be

required to attend and will be paid for the training program participation. Written notice requesting an absence from any required meeting is to be approved in advance by Director. Failure to gain pre-approval for absence will be handled as an unplanned absence.

INSERVICE

Nutrition Services staff will attend in-service meetings during the school year for professional growth and development.

SUMMER VOCATIONAL CLASSES (when available)

Staff members are encouraged to attend summer training opportunities to improve their skills and knowledge. Nutrition Services will pay the registration fee for two classes and salary for two days of class. This is subject to change from year to year. If employees wish to attend a class out of town, they will be responsible for their lodging and transportation expense, unless the Director approves otherwise

SCHOOL NUTRITION ASSOCIATION

The district has a district membership to the School Nutrition Association. Employees will be given the opportunity to join the association in August and again in May. Once the employee is a member, they have the options of becoming certified. To become certified the employee must:

- Have a current SNA Membership
- Apply and pay for the SNA Certification
- Is responsible for submitting all paperwork and payment for yearly membership and certification
- Send yearly certification card to the Nutrition Service office by August 15 of the current year

Compensation is as follows

Level 1	400.00/yr	CEU's yearly certification requirements
Level 2	750.00/yr	CEU's yearly certification requirements
Level 3	1200.00/yr	CEU's yearly certification requirements
Level 4	1500.00/yr	CEU's yearly certification requirements

SCHOOL NUTRITION ASSOCIATION OF KANSAS

KSDE Child Nutrition and Wellness Department offers a Certification. This certification requires 120 of approved CEU's taught by a Cadre Trainer within five years. Staff must keep track of CEU's/Certificates on official transcript.

## **A Quick Guide to Civil Rights Annual “Front Line Staff” Training**

“Front line staff” and their supervisors must receive civil rights training annually. These are employees who interact with program applicants or participants regarding program services and benefits. At a minimum, these employees should review this information and sign-off each year.

**Federal law prohibits discrimination based on race, color, national origin, sex, disability, or age. To ensure equal access to Child Nutrition Programs, program sponsors MUST:**

- 1. Inform parents/guardians and the public how to apply for the program.**
  - Know where Child Nutrition information is for eligible persons, program applicants and participants.
  - Place the “And Justice for All” poster where it can easily be seen.
  - Use the Nondiscrimination Statement on all materials and websites that mention the Program.
  - Ensure all participants know the Civil Rights/ADA contact at the school/district.
  - A media release is provided annually to local media outlets in Kansas.
  
- 2. Notify parents/guardians and public how to file a civil rights complaint.**
  - Inform parents/participants in writing about the right to file a complaint of discrimination.
  - Offer the participants a civil rights complaint form and refer the complainant to the address and telephone numbers provided on the “And Justice for All” poster.
  - All complaints must be in writing verbal or written complaints must be forwarded to the Civil Rights Division of USDA or to the KSDE
  
- 3. Identify and accommodate language needs.**
  - Find out what languages are spoken in the service area.
  - Make sure that everyone knows what to do when a Limited English Proficient (LEP) parent/sponsor needs help in completing the application.
  - Provide translated materials if there are many people who speak another language.
  - Schools/districts are responsible for providing interpreters, as needed.
  
- 4. Accommodate children with medical or dietary disabilities.**
  - Ensure that procedures are in place to accommodate children with a documented disability; schools/sponsors should work in partnership with the parent/guardian.
  - Provide alternative meal substitutions according to the physician’s requirements.
  - Keep a written record of the accommodations.
  
- 5. Collect data on race and ethnicity.**
  - If collected on the application and the parent declines to record the information, the person taking the application must do so.
  - The applicant’s voluntary information may not be second guessed.
  - Race and Ethnicity data must be collected and maintained for 5 years.
  
- 6. Resolve issues quickly if a student/guardian/parent states he/she has been treated differently because of race, color, national origin, age, sex or disability.**
  - Listen to the person.
  - Open ended questions.
  - Validate the person’s concerns.
  - Empower, empathize, and educate.

**7. Make customer service a priority**

- Good customer service will help reduce or eliminate complaints of discrimination.
- All participants must be treated in the same manner.
- Effective communication is key to good customer service.

**8. Comply with all Civil Rights requirements**

- Evaluated during reviews conducted by KSDE.
- Noncompliance is a factual finding that any Civil Rights requirement, as provided by law, regulation, policy, instruction, or guidelines, is not being adhered to by a Sponsor and/or facility.
- If determined, KSDE will take corrective action to obtain voluntary compliance.

## **USDA Nondiscrimination Statement**

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

**(1) mail**

U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410; or

**(2) fax:**

(833) 256-1665 or (202) 690-7442; or

**(3) email:**

program.intake@usda.gov

This institution is an equal opportunity provider.





## USD #457 CLASSIFIED EMPLOYEE EVALUATION

Name: \_\_\_\_\_  90 Day       Annual  
 Supervisor: \_\_\_\_\_ Building: \_\_\_\_\_

**5=Exceptional:** Superb in all essential functions of the job, finding new and better ways to perform tasks. Assumes a great deal of responsibility for the job and is a positive leader.

**4=Exceeds Expectations:** Consistently goes above and beyond the essential functions of the job.

**3=Meets Expectations:** Consistently meets expectations in all essential functions.

**2=Needs Improvement:** Performs some of the tasks but is inconsistent and does not meet all essential functions.

**1=Unsatisfactory:** Consistently performs below expectations in most essential functions. A plan to correct performance will be outlined and monitored.

GENERAL WORK & PERSONAL SKILLS:	1	2	3	4	5	NA
Willingness & ability to communicate & work effectively with staff						
Comments:						
Respects fellow employees						
Comments:						
Addresses students, parents & patrons in a positive manner						
Comments:						
Exhibits excellent customer service skills						
Comments:						
Demonstrates the ability to organize daily duties working with minimal supervision						
Comments:						
Works efficiently meeting required deadlines						
Comments:						
Reliable & consistent in carrying out duties						
Comments:						
Accuracy in daily tasks						
Comments:						
Shows initiative to learn new skills & takes an interest in the work						
Comments:						
Accepts new assignments & adapts to change in a positive manner						
Comments:						
Accepts constructive criticism & adheres to redirection						
Comments:						
Remains calm & handles difficult situations in a professional manner						
Comments:						
Uses good judgement						
Comments:						

## INSTRUCCIONES PARA "TRUE TIME"

1. Entre en el sitio de Internet de la escuela. Haga clic en "student/staff"
2. Use el nombre de usuario y contraseña que usted usa para entrar a Windows.
3. Haga clic en "Skyward Finance" en la parte superior.
4. Use el nombre de usuario y contraseña que se le dio durante la capacitación.
5. Haga clic en "True Time"
6. Haga clic en "True Time Quick Entry".
7. Para marcar o registrar su entrada al empleo, haga clic en el botón "IN"
8. Para editar/corregir el tiempo, haga clic en el botón "Edit the Existing Times"
9. Haga clic en el segmento que necesita ser cambiado, y ponga el tiempo correcto. Ponga atención a AM y PM. Usted puede usar la tecla de "TAB" del teclado para avanzar en todas las marcas una vez que usted haya hecho clic en una. Cuando haya terminado, haga clic en "SAVE."
10. Use los botones en la parte superior para ir a comer, al regresar de la comida y para cuando es tiempo de salida al final del horario de trabajo.
11. Usted es responsable de corregir cualquier error en su tiempo. Su supervisor verá todos los cambios o alteraciones que le haga su tiempo por lo que será de ayuda que ponga comentarios explicando los motivos de esos cambios.
12. Usted debe usar el reloj checador/registrador lo más que pueda.
13. Coloque su dedo en el área de escaneo y espere a que de un pitido. Entonces aparecerá una pantalla con opciones. Presione el botón en la máquina el cual corresponde con la opción correcta. Cuando usted esté registrando su entrada al empleo o su regreso después de la comida en el reloj checador/registrador, solamente se dará la opción de "IN".
14. La pantalla muestra las horas trabajadas del día y de la semana para que usted mantenga un registro de su tiempo. El tiempo es redondeado al final de la semana. Lo redondea al cuarto de hora más cercano. La pantalla muestra el tiempo u horas actuales.
15. Si usted sale del edificio para tomar un descanso (asegúrese de saber las reglas de cada edificio/escuela sobre el descanso fuera del edificio), usted necesitará editar/corregir el tiempo. Usted necesitará usar el botón "LUNCH" y cuando regrese use el botón "IN". Si usted está fuera por 15 minutos o menos se le pagará por ese tiempo. Usted necesitará editar o corregir lo marcado/registrado y cambiarlo a "IN" haciendo clic en la caja o cuadro desplegable. Usted debe poner un comentario para que su supervisor sepa el motivo del cambio en el tiempo. Puede poner "BREAK OUT OF THE BUILDING" o algo parecido.
16. El viernes o el último día que usted trabaje de la semana, usted necesitará remitir su "time sheet" (hoja de tiempo) para la aprobación de su supervisor.
17. Una opción en el reloj checador/registrador es "GONE FOR THE DAY/SUBMIT TIME SHEET." Si su tiempo u horas de trabajo son las correctas, usted puede marcar esa opción al salir el viernes o en su último día de trabajo de la semana. Usted también puede remitirlo desde su computadora. Si el viernes antes de marcar/registrar su tiempo usted nota un error, no remita su tiempo en ese momento, puede corregirlo el lunes y entonces remitir su tiempo.

## Steps for Requesting Time Off

1. Go to Garden City Public Schools website /gckschools.com
  2. Click on Skyward under the tab "For Staff".
  3. Log in to Skyward using your user name and password.
    - a. If you forget your user name or password, contact Jessica Nothern, Karen Percival or Ann Snodgrass in the Payroll Office.
  4. Click on "Employee Access" at the left side of the screen.
  5. Click on the "Time Off" button.
  6. Click My Requests
  7. Click "Add" in the right part of the screen.
  8. Select the **Time Off Code** using the drop down button.
  9. Select the **Reason** using the drop down button.

(The Time Off Code and Reason Code are usually the same.)

    - a. Enter a **brief description** of why you will be absent. This is **required** for Sick Leave, Jury, Activity and Professional Leave requests.
  10. Click on the calendar and enter the date you are requesting off. (The computer will default to the current date).
  12. Enter either 1.0 or .5, depending on what you are requesting.
    - a. **Classified staff can only request sick leave in 1 hour increments.** If you are requesting a full day, use your scheduled hours and minutes. (Paras – 7hr., 15 min.)
  13. You do not need to enter anything under starting time unless you are requesting a half day in the afternoon.

**Select Additional Employees.**  
You can send a copy of this time off request to an additional employee. We would suggest you send a copy to your head secretary of your building. Click select employee and check the box in front of that employee's name.
  14. Click "Save".
  15. If you are wanting to request more than one day in a row, you can click the "Clone" button or use the date range on the original request.
- Other Info: A. You can edit or delete your request at any time until it is approved by your Supervisor.
- B. Once the request is approved and you would like to cancel the request:
- a. Enter a new request. (Be sure it is the date you want to cancel.)
  - b. Enter a negative number of hours or days.
  - c. Under description be sure to say "Cancel".
- C. You will be notified by e-mail when your request is approved by your supervisor and by the Payroll Office. If it is denied, you will also get an e-mail.
- If you do not have time available to take, you have to fill out an "application for leave" available in your buildings main office.***





# **Certificate in School Nutrition**

## **PROGRAM GUIDE**

Aligned with USDA Professional Standards



**Level 1**



**Level 2**



**Level 3**



**Level 4**

**[SchoolNutrition.org/Certificate](https://SchoolNutrition.org/Certificate)**

September 2022

# Level 1

## Initial Level 1 Application Requirements

1. Eight (8) hour Core Course in Nutrition OR 1 College Credit in Nutrition AND
  2. Eight (8) hour Core Course in Food Safety & Sanitation
- CEUs must be categorized by Key Topic Area based on the USDA Professional Standards.
  - CEUs CANNOT date back further than five (5) years from the date you apply.
  - College credits have no expiration.

**Annual Renewal Requirements** Required annual training hours can be in one or all key areas.

<u>Employees</u>	<u>Managers</u>	<u>Directors</u>	<u>State Agency</u>
6 CEUs	10 CEUs	12 CEUs	15 CEUs

## Level 1 Application Fees

Member: \$18.00

Non-Member: \$61.00

## How You Can Earn CEUs

- SNA Live Webinars
- USDA Training Programs
- SNA Approved Core Courses
- SNA Conferences & Meetings
- SNA Webinars On-Demand (SNA Members only)
- Institute of Child Nutrition (ICN)
- Academy of Nutrition and Dietetics (AND)
- Association of Nutrition and Foodservice Professionals
- School Districts (ie back to school workshops and trainings)

**Professional Standards Resources:** [schoolnutrition.org/professionalstandards](http://schoolnutrition.org/professionalstandards)

## Calculating CEUs and Training Hours

---

The purpose of CEUs (Continuing Education Units) is to provide job-related professional development and growth experiences. Annual training (earning CEUs) is a requirement for both USDA Professional Standards and maintaining your Certificate in School Nutrition or SNS Credential.

### SNA's CEU Bundling Policy Has Changed as of January 1, 2022

SNA has simplified its Continuing Education Unit (CEU) bundling policy. To allow more flexibility for our members, CEUs will no longer have to be a minimum of 1 hour in length to be accepted for credit for the SNA Certificate Program and SNS Credential renewal requirements. Because of this change, you will no longer have to bundle shorter training sessions in the same subtopic code to reach 1-hour. However, a training session must be a minimum of 15 minutes in length to be accepted. SNA still encourages that training is at least 1 hour in length, but it is no longer required.

#### Old CEU Bundling Policy

#### New CEU Bundling Policy (As of January 1, 2022)

<ul style="list-style-type: none"><li>• CEUs must be a minimum of one hour in length.<ul style="list-style-type: none"><li>◦ Two 30-minute trainings within the <u>same subtopic code, within the same year</u> will be accepted as one CEU.</li><li>◦ Four 15-minute trainings within the <u>same subtopic code, within the same year</u> will be accepted as one CEU.</li></ul></li></ul>	<ul style="list-style-type: none"><li>• CEUs must be a minimum of 15 minutes in length.<ul style="list-style-type: none"><li>◦ Training sessions that are less than one hour in length are <b>no longer required</b> to be bundled within the same subtopic to reach one CEU to be accepted.</li></ul></li></ul>
---	--

### CEU Requirements

- 1 Continuing Education Unit (CEU) = 1 hour of training for Professional Standards
- CEUs must be a minimum of 15 minutes in length.
- CEUs CANNOT date back further than five (5) years from the date you apply.
- **Renewal CEUs must be completed during the certificate year.**

## CEU Documentation Accepted by SNA

---

- Tracking Grids
- Certificates of Completion
- SNA *My Account* Record
- Program Agendas
- College/University transcripts
- Registration Confirmation Letters
- Copies of Roster

**You should ALWAYS keep a file of all training documentation in the event you are randomly selected for an audit.**

*NOTE: The Certificate in School Nutrition is valid for a one-year period. To keep your Certificate current, you must obtain CEUs within your annual certificate period and pay your yearly renewal fee.*

**Professional Standards Resources:** [schoolnutrition.org/professionalstandards](https://schoolnutrition.org/professionalstandards)

---

## **MEMORANDUM**

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Josh Guymon, Assistant Superintendent  
**DATE:** 9-6-23  
**RE:** Approval of School psychologist Intern Agreement

---

### **ISSUE:**

Currently we have a staff member that is working part time with us and we would like to enter an agreement with her to pay for her practicum which would be 40% of her day and the other 60% she would be teaching. By signing this agreement, she would agree to serving as a contracted school psychologist for three years after the completion of her practicum. Presented for a first read at the 8-28-23 meeting and returning on the consent agenda.

### **BACKGROUND:**

This is an updated agreement the last agreement was issued in 2020.

### **ALTERNATIVES:**

No other alternatives applicable.

### **RECOMMENDATION:**

It is recommended that the Board Of Education approve the School psychologist agreement.

### **FISCAL NOTE:**

The fiscal note is \$21,574.80

### **ATTACHMENTS:**

Scholl Psychologist Intern  
Agreement

## SCHOOL PSYCHOLOGIST INTERN AGREEMENT

THIS SCHOOL PSYCHOLOGIST INTERN AGREEMENT (Agreement) entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the BOARD OF EDUCATION, UNIFIED SCHOOL DISTRICT NO. 457, FINNEY COUNTY, KANSAS (USD 457) and \_\_\_\_\_ (School Psychologist Intern).

WHEREAS, USD 457 has a need to develop school psychologists for future employment with USD 457 once a school psychologist intern has obtained his or her degree and becomes certified with the Kansas State Department of Education (KSDE) as a licensed school psychologist in the State of Kansas; and

WHEREAS, USD 457, has developed a program wherein USD 457 will pay a school psychologist intern, in exchange for the commitment of a school psychologist intern to remain employed by USD 457 for a period of three (3) years after a school psychologist internship has been completed.

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

1. **PLACEMENT OF SCHOOL PSYCHOLOGIST INTERN.** School Psychologist Intern will be placed in a USD 457 school psychologist intern position for the 2023-2024 school year while completing practicum. The position will for forty percent (40%) of the employee's weekly time with the district.

2. **PAYMENT TO SCHOOL PSYCHOLOGIST INTERN.** USD 457 will pay School Psychologist Intern a stipend in the amount of Twenty-One Thousand Five Hundred Seventy-Four and 80/100 dollars (\$21,574.80) (Stipend), payable One Thousand Seven Hundred Ninety-Seven and 90/100 dollars (\$1,797.90) at the time School Psychologist Intern begins internship, and One Thousand Seven Hundred Ninety-Seven and 90/100 dollars (\$1,797.90) each of the next eleven (11) months School Psychologist Intern is in the internship.

3. **REGULATION.** School Psychologist Intern will be governed by the Classified Handbook during the forty percent (40%) of time spent working under this Agreement.

4. **COMMITMENT TO REMAIN WITH USD 457.** In consideration of School Psychologist Intern receiving the aforementioned Stipend, if School Psychologist Intern were to be offered a position of employment with USD 457 for the 2024-2025 school year, School Psychologist Intern agrees to be employed by USD 457 for a period of three (3) years from and after the date of the start of the 2023-2024 school year. Employment of School Psychologist Intern by USD 457 is conditioned upon the following:

- a) School Psychologist Intern graduating with a degree in School Psychology from Fort Hays State University;
- b) Successful certification and licensure by KSDE; and
- c) Successfully completing the USD 457 application process, including all required background checks.

5. **REIMBURSEMENT OF STIPEND.** Should School Psychologist Intern not accept a position with USD 457, if offered, or terminates her employment with USD 457, at a time prior to the three (3) year commitment set forth in paragraph 3 herein, School Psychologist Intern agrees to reimburse and pay to USD 457, the Stipend paid by USD 457 pursuant to this Agreement, due on or before School Psychologist Intern's last day of employment with USD 457. If School Psychologist Intern declines an offer of employment with USD 457, the reimbursement shall be due on the date USD 457 is notified School Psychologist Intern will not accept the offer of employment. If USD 457 terminates School Psychologist Intern's employment or USD 457 does not initially choose to employ School Psychologist Intern, School Psychologist Intern shall have no obligation to reimburse USD 457. If School Psychologist Intern remains with USD 457 for a period of time exceeding three (3) years, and thereafter, terminates her employment with USD 457, then no reimbursement of the Stipend shall be required.

**School Psychologist Intern Agreement**

---

6. **NOT CONTRACT FOR EMPLOYMENT.** This Agreement is not, and should not be construed as, a commitment by **USD 457** to continue the employment of **School Psychologist Intern** for any specific period of time. All rights and obligations of the parties as to continuing contracts of employment shall be governed by any existing contract of employment, K.S.A. 72-2215 *et seq.* and K.S.A. 72-2252 *et seq.* No statutory or due process rights of either party are limited by this Agreement. This Agreement is not intended to be, nor should it be construed as, a contract of employment. **School Psychologist Intern** understands that employment by **USD 457** is conditioned upon **School Psychologist Intern** being recommended for a position, qualifying for the position, and open position being available in **USD 457**.

7. **COMPLIANCE.** During the term of the internship, **School Psychologist Intern** agrees to comply with all **USD 457** Board of Education policies, state laws, and student privacy and educational records laws. **School Psychologist Intern** also agrees to refrain from any and all extra-curricular social involvement with **USD 457** students.

8. **WITHHOLDING OF STIPEND PAYMENT.** **School Psychologist Intern** agrees and consents to **USD 457** withholding compensation from paycheck(s) due to **School Psychologist Intern**, in the event a reimbursement of Stipend is due from **School Psychologist Intern** to **USD 457**. **School Psychologist Intern** agrees that any such withholding is for a lawful purpose and accrues a benefit to **School Psychologist Intern**.

9. **ENFORCEMENT OF AGREEMENT.** Should **USD 457** be required to retain legal counsel to enforce the terms, conditions or obligations of this Agreement, **School Psychologist Intern** shall be responsible for all reasonable attorney fees and expenses incurred by **USD 457**, whether or not litigation is commenced by **USD 457**.

10. **VOLUNTARY AGREEMENT.** **School Psychologist Intern** acknowledges that he or she has voluntarily entered into this Agreement. **School Psychologist Intern** further acknowledges that the Stipend to be provided to **School Psychologist Intern** is a valuable benefit to **School Psychologist Intern**.

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

\_\_\_\_\_  
School Psychologist Intern

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone Number

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

By: \_\_\_\_\_  
John Wiese, Board President

\_\_\_\_\_  
Date

ATTEST:

By: \_\_\_\_\_  
Jennifer Ramos, Board Clerk

\_\_\_\_\_  
Date

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Josh Guymon, Assistant Superintendent  
**DATE:** 9/11/23  
**RE:** BOE Policy GAOA

---

### **ISSUE:**

The Board of Education is asked to consider and approve updated BOE Policy GAOA Drug Free workplace. This was a first read at the 8/28/23 meeting and is returning for approval on the consent agenda.

### **BACKGROUND:**

This policy was originally adopted by the Board of Education on 6-15-92. It was last revised on 8-26-13 and last reviewed on 7-13-15. KASB has created two alternatives to adopt and staff is recommending Alternative 1. This is not a material change to the policy, simply a technical change to remove repetitive language.

### **ALTERNATIVES:**

1. Approve the policy updates with Alternative #1
2. Continue with the current policy

### **RECOMMENDATION:**

Approve the policy update with Alternative #1.

### **FISCAL NOTE:**

Not applicable

### **ATTACHMENTS:**

GAOA Drug Free Workplace

## **Drug-Free Workplace**

**GAOA**

(See LDD)

Maintaining a drug-free workplace is important in establishing an appropriate learning environment for the students of the district. The unlawful manufacture, distribution, sale, dispensation, possession, or use of a controlled substance is prohibited at school, on or in school district property; and at school sponsored activities, programs, and events. Possession and/or use of a controlled substance by an employee for the purposes of this policy shall only be permitted if such substance was obtained directly, or pursuant to a valid prescription or order issued thereto, from a person licensed by the state to dispense, prescribe, or administer controlled substances and any use is in accordance with label directions.

As a condition of employment in the district, employees shall abide by the terms of this policy.

Employees shall not unlawfully manufacture, distribute, dispense, possess, and/or use controlled substances in the workplace.

Any employee who is convicted under a criminal drug statute for a violation occurring at the workplace must notify the superintendent of the conviction within five days after the conviction. The superintendent shall then ensure that notice of such conviction is given to any granting agency within 10 days of receiving notice thereof.

Within 30 days after the notice of conviction is received, the school district will take appropriate action with the employee. Such action may include, suspension, placement on probationary status, or other disciplinary action including termination. Alternatively, or in addition to any action short of termination, the employee may be required to participate satisfactorily in an approved drug abuse assistance or rehabilitation program as a condition of continued employment. The employee shall bear the cost of participation in such program. Each employee in the district shall be given a copy of this policy.

This policy is intended to implement the requirements of the federal regulations promulgated under the Drug-Free Workplace Act of 1988. It is not intended to supplant or otherwise diminish disciplinary actions which may be taken under board policies or the negotiated agreement.

Adopted: 6/15/92

Reviewed: 8/15/94; 9/3/96

Revised: 6/15/98

Reviewed: 4/2/01; 7/14/03; 5/16/05; 7/17/06; 7/16/07; 7/14/08 7/13/09; 7/11/11; 7/13/15

Revised: 8/26/13

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Josh Guymon, Assistant Superintendent  
**DATE:** 8-23-23  
**RE:** BOE Policy GBQA

---

### **ISSUE:**

The Board of Education is asked to consider and approve updated BOE Policy GBQA Reduction of Teaching Staff or continue with the current policy as reviewed. This was a first read at the 8-28-23 meeting and is returning on the consent agenda.

### **BACKGROUND:**

This policy was originally adopted by the Board of Education on 6-15-92 and has not been updated. KASB drafted a policy to address reduction of force in the event it is not covered by the Negotiated Agreement.

### **ALTERNATIVES:**

1. Approve the policy as proposed by KASB
2. Continue with the current policy

### **RECOMMENDATION:**

Staff's recommendation is to continue with our current policy as reviewed.

### **FISCAL NOTE:**

Not applicable

### **ATTACHMENTS:**

GABQ Reduction of Teaching Staff

**GBQA Reduction of Teaching Staff**

**GBQA**

Reduction of the size of the teaching staff shall be as provided for in the negotiated agreement.

Adopted: 6/15/92

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Josh Guymon  
**DATE:** 8-28-23  
**RE:** BOE Policy KN Complaints

---

### **ISSUE:**

The Board of Education is asked to consider and approve updated BOE Policy KN Complaints. This was a first read at the 8-28-23 meeting and is returning on the consent agenda.

### **BACKGROUND:**

This policy was originally adopted by the Board of education on 4-20-92 and was last revised on 12-2-13. KASB drafted a policy to clarify the role of the appeal officer when the initial determination in a formal complaint has been appealed.

### **ALTERNATIVES:**

1. Option 1 is to approve the policy as proposed by KASB.
2. Option 2 is to continue with the current policy.

### **RECOMMENDATION:**

Our recommendation is to approve the updates by KASB.

### **FISCAL NOTE:**

This policy update will not have a fiscal impact on the district.

### **ATTACHMENTS:**

Policy KN Complaints

## Complaints

KN

(See BCBI, GAAC, GAACA, GAAB, GAAF, IF, IKD, JCE, JGEC, JGECA, and KNA)

### General Complaints

The board encourages all complaints regarding the district to be resolved at the lowest possible administrative level. If the investigation and determination procedures of a complaint are not regulated in another board policy or the negotiated agreement, as applicable, it will be designated a general complaint subject to processing under this policy. Whenever a general complaint is made directly to the board as a whole or to a board member as an individual, it will be referred to the administration for study and possible resolution.

### Informal Procedures

The building principal shall attempt to resolve general complaints in an informal manner at the building level. Any school employee who receives a general complaint shall inform the individual of the employee's obligation to report the complaint and any proposed resolution of the complaint to the building principal. The building principal shall discuss the complaint with the individual to determine if it can be resolved. If the matter is resolved to the satisfaction of the individual, the building principal shall document the nature of the complaint and the proposed resolution of the complaint and forward this record to the district compliance coordinator. Within 20 days after the complaint is resolved in this manner, the principal shall contact the complainant to determine if the resolution of the matter remains acceptable.

If the matter is not resolved to the satisfaction of the individual in the meeting with the principal, or if the individual does not believe the resolution remains acceptable, the individual may initiate a formal complaint.

### Formal Complaint Procedures

- A formal complaint shall be filed in writing and contain the name and address of the person filing the complaint. The complaint shall briefly describe the alleged violation. If an individual does not wish to file a written complaint, and the matter has not been adequately resolved through the informal procedures of this policy, the building principal 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 days after the complainant becomes aware of the alleged violation, unless the conduct forming the basis for the complaint is ongoing.

## Complaints

KN-2

- If appropriate, an investigation shall follow the filing of the complaint. If the complaint is against the superintendent, the board may appoint an investigating officer. In other instances, the investigation shall be conducted by the building principal, the compliance coordinator, or another individual appointed by the board or the superintendent. The investigation shall be informal but thorough. The complainant and the respondent will be afforded an opportunity to submit written or oral evidence relevant to the complaint and to provide names of potential witnesses who may have useful information.
- A written determination of the complaint's validity and a description of the resolution shall be issued by the investigator, and a copy will be forwarded to the complainant and the respondent within 30 days after the filing of the complaint. If the investigator anticipates a determination will not be issued within 30 days after the filing of the complaint, the investigator shall provide written notification to the parties including an anticipated deadline for completion. In no event shall the issuance of the written determination be delayed longer than 10 days from the conclusion of the investigation.
  - If the investigation results in a recommendation that a student or staff member be subject to discipline, the specifics will not be included in the written determination provided to the parties to protect the privacy rights of the student or staff member.
  - If the investigation results in a recommendation that a student be suspended or expelled, procedures outlined in board policy and state law governing student suspension and expulsion will be followed.
  - If the investigation results in a recommendation that an employee be suspended without pay or terminated, procedures outlined in board policy, the negotiated agreement (as applicable), and state law will be followed.
- Records relating to complaints filed and their resolution shall be forwarded to and maintained in a confidential manner by the district compliance coordinator.

### Appeal Procedures

The complainant or respondent may appeal the determination of the complaint. Appeals shall be heard by the district compliance coordinator, a hearing officer appointed by the board or superintendent, or by the board itself. The request to appeal the determination shall be made within 20 days after the date of the written determination of the complaint at the lower level. The appeal officer shall review the evidence gathered by the investigator at the lower level and the investigator's report and shall afford the complainant and the respondent an opportunity to submit further evidence, orally or in writing, within 10

## Complaints

KN-3

days after the appeal is filed. Whenever an appeal officer is appointed to review an appeal, the appeal officer will prepare a written report to the board within 30 days after the appeal is submitted for decision. The board shall render its decision not later than the next regularly-scheduled meeting of the board following the receipt of the report and provide the parties with a notice of the result of the appeal. Any matter determined by the board in accordance with this process shall be valid to the same extent as if the matter were fully heard by the board without an appeal officer.

- 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.

If it is determined at any level that a violation of board policy or school rules occurred, the district will take prompt, remedial action to prevent its reoccurrence. The district prohibits retaliation or discrimination against any person for participating in the complaint process; or making a complaint, testifying, assisting, or participating in any investigation, proceeding, or hearing.

### Complaints About Discrimination on the Basis of Sex

Complaints regarding alleged discrimination on the basis of sex, as prohibited by Title IX of the Education Amendments of 1972 and other federal and state laws regulating such discrimination and discriminatory harassment, shall be handled in accordance with the procedures outlined in board policies GAAC, for staff, and JGEC, for students, and shall be directed to the Title IX Coordinator at (Position or name, address, email address, and phone number of Title IX Coordinator).

### Complaints About Discrimination or Discriminatory Harassment Not on the Basis of Sex

Discrimination against any individual on the basis of race, color, national origin, sex, disability, age, genetic information, or religion in the admission to, access to, treatment, or employment in the district's programs and activities is prohibited. (Position, address, email address, and phone number of the district compliance coordinator) has been designated to coordinate compliance with nondiscrimination requirements contained in Title VI and Title VII of the Civil Rights Act of 1964 (with the exception of discrimination on the basis of sex), Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, the Personal Responsibility Work Opportunity Reconciliation Act of 1996, and the Food Stamp Act of 1977, as amended.

For more information regarding what qualifies as discrimination or harassment on the basis of race or disability, see board policies GAACA applying to staff members and JGECA applying to students.

## **Complaints**

**KN-4**

For information regarding the investigation or resolution process for complaints of discrimination or discriminatory harassment not involving sex-based conduct or district child nutrition programs, see board policies GAAB for staff members and JCE for students.

### Complaints Concerning Child Nutrition Programs

Complaints alleging discrimination in child nutrition programs offered by the district shall be handled in accordance with the procedures outlined in board policy KNA.

### Complaints About Policy

The superintendent shall report any unresolved complaint about policies to the board at the next regularly scheduled board meeting.

### Complaints About Curriculum

The superintendent shall report a failure to resolve any complaint about curriculum to the board at the next regularly scheduled board meeting. See board policy IF for complaints dealing with textbooks and instructional materials.

### Complaints About Instructional Materials

The building principal shall report any unresolved complaint about instructional materials to the superintendent promptly after receiving the complaint. See board policy IF.

### Complaints About Facilities and Services

The superintendent shall report any unresolved complaint about facilities and services to the board at the next regularly scheduled board meeting.

### Complaints About Personnel

The superintendent or the building principal involved shall report any unresolved complaint about personnel to the board at the next regularly scheduled board meeting.

### Complaints About Emergency Safety Intervention Use

Complaints concerning the use of emergency safety interventions by district staff shall be addressed in accordance with the local dispute resolution process outlined in board policy GAAF.

### Complaints About School Rules

Any student may file a complaint with the principal concerning a school rule or regulation that applies to the student. The complaint shall be in writing, filed within 20 days following the application of the rule or regulation, and must specify the basis for the complaint. The principal shall investigate the complaint and inform the student of the resolution within 10 days after the complaint is filed.

Approved:

KASB Recommendation – 9/97; 8/98; 3/00; 4/07; 6/13; 6/15; 6/20; 7/20; 12/22; 6/23

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Colleen Drees, Chief Financial Officer  
**DATE:** September 5<sup>th</sup>, 2023  
**RE:** State Contract – Storage Building Shelves– Plant Facilities

---

### **ISSUE:**

The Board of Education is asked to consider and approve the state contracted quote from Global Industrial to purchase storage shelves for the new storage building.

### **BACKGROUND:**

Plant Facilities' Storage Building will be complete this fall. This building will need to be equipped with commercial-grade shelving to store pallets of equipment on. This state contracted quote provides the district with a solution that will serve the district's needs.

### **ALTERNATIVES:**

1. Approve as presented.
2. Deny the state contracted quote for shelving.
3. The Board of Education may suggest an alternative recommendation.

### **RECOMMENDATION:**

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

### **FISCAL NOTE:**

\$37,596.48.00 is the amount of the attached quote. This purchase has been budgeted from the following account: 016 E 4700 21 0560 056 02 610. Adequate funds are available.

### **ATTACHMENTS:**

Global Industrial Quote



11 HARBOR PARK DRIVE  
PORT WASHINGTON, NY 11050

## Sales Quote

Account #.958428	Quote #:7069568	Quote Issued:07/27/2023
UNIFIED SCHOOL DISTRICT 457 KS	KDEGENHARDT@GCKSCHOOLS.COM	*Pricing valid for 30 days from quote issue date. subject to change based on product availability and/or extraordinary market conditions
KEN DEGENHARDT	Phone: (620) 276-7592	
4665 E US HIGHWAY 50	Fax:	
GARDEN CITY, Kansas 67846		
<a href="#">CLICK HERE TO LOGIN AND PLACE THIS ORDER ONLINE.</a>		

Part#	Description	Shipping	Quantity	Price	Extended
B3121311	Global Industrial™ Bolted Pallet Rack Starter, 96"W x 48"D x 144"H <i>* Please Note: This Item Is Not Returnable.</i>	TRUCK	9	\$607.77	\$5,469.93
B3121251	Global Industrial™ Bolted Pallet Rack Starter, 48"W x 48"D x 144"H <i>* Please Note: This Item Is Not Returnable.</i>	TRUCK	4	\$446.36	\$1,785.44
B3121310	Global Industrial™ Bolted Pallet Rack Add-On, 96"W x 48"D x 144"H <i>* Please Note: This Item Is Not Returnable.</i>	TRUCK	32	\$429.32	\$13,738.24
B2099648	Global Industrial™ Wire Mesh Decking, 46"W x 48"D x 1-1/2"H, 3100 Lb. Capacity	TRUCK	258	\$44.96	\$11,599.68
<b>Item Total:</b>					<b>\$32,593.29</b>
<b>Shipping and Handling:</b>					<b>\$5,003.19</b>
<a href="#">PLEASE BE SURE TO REVIEW OUR TERMS AND CONDITIONS</a>					<b>*Total: \$37,596.48</b>

<b>Notes</b>	<p>Thank you for the opportunity to help with your needs. To place your order or for further assistance please contact me.</p> <p><b>Name:</b> CYNTHIA ROUCHION <b>Email:</b> CRouchion2@globalindustrial.com <b>Phone:</b> (678) 969-6742 x122742 <b>Fax:</b></p>
--------------	--

\*Applicable taxes and shipping charges will be added to invoice.



11 Harbor Park Drive, Port Washington, N.Y. 11050  
Copyright © 2023 by Global Industrial. All Rights Reserved.

[Help](#) | [Contact Us](#)

This order is subject to [Global Industrial's Terms & Conditions of Sale](#). Global Industrial objects to any other additional or different terms in your purchase order or acceptance.

## **MEMORANDUM**

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Colleen Drees, Chief Financial Officer  
**DATE:** September 5<sup>th</sup>, 2023  
**RE:** State Contract – KH Bleachers – Plant Facilities

---

### **ISSUE:**

The Board of Education is asked to consider and approve the state contracted quote from Heartland Seating to replace and install new bleachers at Kenneth Henderson Middle School.

### **BACKGROUND:**

Kenneth Henderson's bleachers have reached the end of their lifespan and need replacing. Several other updates have been completed at KH's facilities to ensure various activities have working facilities.

### **ALTERNATIVES:**

1. Approve as presented.
2. Deny the state contracted quote for bleachers.
3. The Board of Education may suggest an alternative recommendation.

### **RECOMMENDATION:**

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

### **FISCAL NOTE:**

\$88,271.00 is the amount of the awarded bid. This purchase has been budgeted from the following account: 016 E 4700 21 7138 056 00 610. Adequate funds are available.

### **ATTACHMENTS:**

KH Bleachers Quote



RFP 20.2 ESC-BLEACHERS2020

11222 Johnson Drive, Shawnee, KS 66203  
 Phone: (913)268-0069 Fax: (913) 962-0803  
[sales@heartlandseating.com](mailto:sales@heartlandseating.com) [www.heartlandseating.com](http://www.heartlandseating.com)

**August 15, 2023**

From: Bryan Peterson

To: Brad Stoppkotte  
 Garden City USD 457  
 1205 Fleming St.  
 Garden City, KS 67846  
 Phone: (520)805-8709

RE: Kenneth Henderson MS

**Heartland Seating, Inc. is pleased to provide you with the following quote for the above project.**

By: **AMERICAN ALUMINUM SEATING, INC.**

**Pricing is valid until 09/06/2023**

QTY.	DESCRIPTION	PRICE
	<ul style="list-style-type: none"> <li>◆ <b>RE-PLANK 7 ROWS X 105' BLEACHER AND BRING TO CURRENT ICC COMPLIANCE</b> <ul style="list-style-type: none"> <li>▪ REMOVE ROW 1 AND ELEVATE CURRENT WALKWAY 8" TO REDUCE BLEACHER TO 6 ROWS X 105' AND ADD THREE (3) DOUBLE ADA NOTCHES</li> <li>▪ ADD NEW WALKWAY WITH ALUMINUM PLANK. ALUMINUM "L" SHAPE RAMP ON LEFT SIDE AND STEP SET ON RIGHT SIDE</li> <li>▪ NEW ALUMINUM FOOTBOARDS, RISERS AND SEATS WITH SEAM SLEEVES, ENDCAPS AND MOUNTING HARDWARE</li> <li>▪ THREE (3) NEW 4' AISLES WITH COLORED NOSING AND HANDRAILS. THIRD AISLE REQUIRED TO MEET CODE</li> <li>▪ EXTEND FRONT GUARD RAIL SUPPORTS WITH GUARDRAIL PIPE TO MEET A MINIMUM OF 42". INSTALL CHAIN LINK FENCE WITH HARDWARE</li> <li>▪ NEW REAR AND SIDE GUARDRAIL SYSTEM TO MEET MINIMUM 42" HEIGHT REQUIREMENT</li> <li>▪ RE-PLANK PRESS BOX ENTRY PLATFORM AND ENTRY STEP</li> </ul> </li> </ul> <p style="text-align: right;"><b>TOTAL MATERIALS DELIVERED AND INSTALLED</b></p>	<b>\$78,859</b>
	<ul style="list-style-type: none"> <li>◆ <b>REMOVE AND DISPOSE OF EXISTING 7 ROW X 106' BLEACHER PLANK, FENCING AND RAMPS</b> <ul style="list-style-type: none"> <li>▪ INCLUDES DUMPSTER</li> </ul> </li> </ul> <p style="text-align: right;"><b>TOTAL REMOVAL AND DISPOSAL</b></p>	<b>\$9,412</b>
	<b>INSTALLATION:</b> Installers will provide cleanup of debris to a central location for removal by others.	
<b>NOTES</b>	<ul style="list-style-type: none"> <li>• Unless otherwise stated above, this quote does NOT include engineered drawings. If engineered drawings are required, this will increase the lead time and there will be additional costs.</li> <li>• Bleacher is designed per manufacturer's standard interpretation of the <b>ICC 300 of the IBC 2012 building code</b>. Any additional local or state requirements may result in additional charges, all to be borne by the owner. Bleachers are designed to rest on a firm, flat &amp; level surface. No provisions have been made to prevent wind overturning. This shall be the responsibility of the owner.</li> <li>• Delivery varies from 9 to 12 weeks upon receipt of order and approvals.</li> </ul>	
<b>TERMS</b>	<ul style="list-style-type: none"> <li>• <b>NET 30 DAYS, INVOICED AT ARRIVAL. 1.5% PER MONTH TO BE CHARGED ON PAST DUE AMOUNTS.</b></li> </ul>	
<b>TO ORDER SEND THIS SIGNED QUOTE, PURCHASE ORDER AND APPLICABLE TAX EXEMPTION DOCUMENTATION</b> <b>PAYABLE TO HEARTLAND SEATING, INC.</b> <b>11222 JOHNSON DRIVE, SHAWNEE, KS 66203</b>		

Prices do not include applicable taxes, prevailing or union wages, licenses, bonds, permit fees, including state approval fees, or dumpster. Unless specifically included above, price does not include removal, demolition, soil testing, site work, concrete or foundations, inspections, consequential or liquidated damages. If you wish to have additional items included, please call for a revised quote.

For installations by Heartland Seating, Inc., site shall be ready to install bleachers upon receipt to avoid extra handling or storage charges. Materials are shipped LTL flatbeds unless a fee is paid by owner to have bleachers scheduled with a contract carrier and owner / contractor shall be responsible for receiving and protecting material until installation begins. Mill finish materials will need to be protected from water to prevent staining.



**Heartland Seating**  
– Spectator Seating Specialists –



RFP 20.2 ESC-BLEACHERS2020

11222 Johnson Drive, Shawnee, KS 66203  
Phone: (913)268-0069 Fax: (913) 962-0803  
[sales@heartlandseating.com](mailto:sales@heartlandseating.com) [www.heartlandseating.com](http://www.heartlandseating.com)

**August 15, 2023**

\_\_\_\_\_  
Bryan Peterson

Acceptance by: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

PO #: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

PO Total \$ \_\_\_\_\_

Heartland Seating, Inc. is an Equal Opportunity Employer – OSHA 10 Certified – Employment Eligibility Verification Participant

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr, Dominguez, Superintendent  
**FROM:** Drew Thon, Athletic Director  
**DATE:** September 6, 2023  
**RE:** GCHS Out of State Travel for 23-24  
School Year

---

### **ISSUE:**

The Board of Education is asked to consider and approve the Garden City High School's out-of-state trips for the 2023-24 academic year.

### **BACKGROUND:**

We would like to request approval for the out-of-state trips that our high school athletics, activities, and classes are planning to undertake during the 2023-2024 academic year. These trips play a vital role in enriching the educational and extracurricular experiences of our students, and they are essential for their holistic development.

Below is a summary of the out-of-state trips that are planned:

#### **Fall 2023**

9-28-23	XC to Canon City, CO
10-6-23	XC to Colorado Springs, CO

#### **Winter 2023-24**

11-30-23	BB to Colorado Springs, CO
12-1-23	WR to Colorado Spring, CO
12-5-23	BB to Dumas, TX
12-9-23	WR to Colorado Springs, CO
12-15-23	WR to Grand Island, NE
12-16-23	BB to Hooker, OK
1-5-24	WR to Lamar, CO
1-5-24	WR to Geary, OK

#### **Spring 2024**

None

**Activities and Clubs** – Many of these events do not have dates or locations set at this early time.

11-1-23 to 11-4-23	National FFA Conference to Indianapolis, IN
11-15-23 to 11-16-23	Night at the Lab in Kansas City, MO (no date set)
11-2-23 to 11-15-23	Newspaper to Boston – JEA Conference
12-7-23 to 12-10-23	National Robotics in Denver, CO
2-10-24 to 2-12-24	English Speaking Union Shakespeare Regionals in Kansas City, MO
2-16-24 to 2-18-24	Colleyville Heritage National Prep Tournament in Dallas
4-24-24 to 4-28-24	English Speaking Union Shakespeare Nationals in New York City
4-18-24 to 4-19-24	UNC Vocal Jazz Festival in Greeley, CO

5-10-24 to 5-12-24	ProStart Nationals (must qualify – Location Not Set)
5-10-24 to 5-12-24	National Individual Events Tournament of Champions (Location TBD)
5-24-24 to 5-26-24	Art Club to Denver
6-8-24 to 6-16-24	NSDA Nationals in Dis Moise (Debate - must qualify)
6-27-24 to 7-1-24	Educators Rising Nationals in TBD (must qualify)
6-16-24 to 6-22-24	International Thespian Festival in TBD
5-6-24 to 5-10-24	GCHS Peer Leadership - Location TBD

### **ALTERNATIVES:**

1. Approve the Out of State Travel for the 23-24 school year
2. Deny the Out of State Travel for the 23-24 school year
3. Recommend an alternative recommendation

### **RECOMMENDATION:**

The Board of Education is asked to approve these out-of-state trips for the upcoming academic year. Your approval is essential to ensure that our students can participate in these enriching experiences.

### **FISCAL NOTE:**

No additional fiscal impact, as these activity trips are budgeted expenses from the following account: 006 E 3400 20 0000 055 00 626

### **ATTACHMENTS:**

Out Of State Travel - GCHS

# Garden City High School 2023-24 Out of State Trips

## Fall 2023

9-28-23	XC to Canon City, CO
10-5-23	XC to Colorado Springs, CO

## Winter 2023-24

11-30-23	BB to Colorado Springs, CO
12-5-23	BB to Dumas, TX
12-1-23	WR to Colorado Spring, CO
12-9-23	WR to Colorado Springs, CO
12-15-23	WR to Grand Island, NE
12-16-23	BB to Hooker, OK
1-5-24	WR to Lamar, CO
1-5-24	WR to Geary, OK

## Spring 2022

None

## Activities and Clubs – Many of these events do not have dates or locations set

11-1-23 to 11-4-23	National FFA Conference to Indianapolis, IN
11-15-23 to 11-16-23	Night at the Lab in Kansas City, MO (no date set)
11-2-23 to 11-15-23	Newspaper to Boston – JEA Conference
12-7-23 to 12-10-23	National Robotics in Denver, CO
2-10-24 to 2-12-24	English Speaking Union Shakespeare Regionals in Kansas City, MO
2-16-24 to 2-18-24	Colleyville Heritage National Prep Tournament in Dallas
4-24-24 to 4-28-24	English Speaking Union Shakespeare Nationals in New York City
4-18-24 to 4-19-24	UNC Vocal Jazz Festival in Greeley, CO
5-10-24 to 5-12-24	ProStart Nationals (must qualify – Location Not Set)
5-10-24 to 5-12-24	National Individual Events Tournament of Champions (Location TBD)
5-24-24 to 5-26-24	Art Club to Denver
6-8-24 to 6-16-24	NSDA Nationals in Dis Moise (Debate - must qualify)
6-27-24 to 7-1-24	Educators Rising Nationals in TBD (must qualify)
6-16-24 to 6-22-24	International Thespian Festival in TBD
5-6-24 to 5-10-24	GCCHS Peer Leadership - Location TBD

**Guidelines for Trip Approval – as recommended by the BOE in 2019**

1. **KSHSAA Sanctioned Events**
2. **NASSP Approved Contest**
3. **Member of a State or National Board**

**If the out of state trip over 500 miles does not fall under one of these categories we will evaluate them for the following**

1. **1 grade level = every year**
2. **2 grade levels = every 2 years**
3. **3 grade levels = every 3 years**
4. **All grade levels = every 4 years**

## **MEMORANDUM**

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Josh Guymon, Assistant Superintendent  
**DATE:** 9-6-23  
**RE:** IEP Reviewer Services Agreement

---

### **ISSUE:**

The Board of Education is asked to consider and approve the Individualized Education Plan (IEP) Reviewer Services Agreement.

### **BACKGROUND:**

Previously, the IEP reviewer was a full-time position. The employee that filled that position has moved back to the classroom. This agreement is created in an effort to utilize retired staff to fulfill the duties of the IEP position without pulling another teacher out of the classroom.

### **ALTERNATIVES:**

1. Approve the IEP Reviewer Services Agreement
2. Deny the IEP Reviewer Services Agreement
3. Offer an alternative recommendation

### **RECOMMENDATION:**

Approve the IEP Reviewer Services Agreement

### **FISCAL NOTE:**

There is no additional fiscal impact as the IEP reviewers will be compensated from the funds that have been budgeted for this position to be filled full-time.

### **ATTACHMENTS:**

IEP Reviewer Services Agreement

## **INDIVIDUALIZED EDUCATION PLAN REVIEW SERVICES AGREEMENT**

THIS INDIVIDUALIZED EDUCATION PLAN REVIEW SERVICES AGREEMENT (Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the UNIFIED SCHOOL DISTRICT NO. 457 (USD 457), and \_\_\_\_\_ (IEP FINAL REVIEWER).

WHEREAS, USD 457 is interested in contracting with IEP FINAL REVIEWER to provide Individualized Education Plan Review Services to the USD 457 Special Education Department; and

WHEREAS, USD 457 has a need to employ an individual with the expertise in Individualized Education Plans.

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

1. **RETENTION OF IEP FINAL REVIEWER.** USD 457 agrees to retain IEP FINAL REVIEWER to provide Individualized Education Plan Review Services for USD 457 students.

2. **TERM.** The term of this Agreement shall be from date of execution to June 15, 2024.

3. **PROFESSIONAL SERVICES – USD 457.** IEP FINAL REVIEWER shall provide Individualized Education Plan Review Services as follows: Complete IEP review forms in WebKIDSS to ensure compliance with state laws and regulations relating to special education. Initial IEP reviewer will complete their portion of the review forms and submit to IEP Final Reviewer for final review. During this process IEP Final Reviewer will contact special education teachers for any corrections needed. IEP Final Reviewer will complete corrections and lock the IEP and submit final copy of the IEP to the special education department for distribution to parents.

4. **PAYMENT FOR SERVICES.** USD 457 shall pay IEP FINAL REVIEWER for services provided, as follows:

<b><u>Type of IEP</u></b>	<b><u>Time</u></b>	<b><u>Rate</u></b>
Speech/Gifted	30 minutes	\$11
K-8 CWC/Resource	60 minutes	\$22
K-8 LEAP/Life Skills/RISE/Transition	90 minutes	\$33
GCHS CWC/Resource	45 minutes	\$16.50
GCHS Life Skills/Functional/Transition	60 minutes	\$22

(a) IEP FINAL REVIEWER shall submit a monthly statement to the USD 457 Business Office for services provided. The statement shall be submitted by the 5th day of each month for the previous month's services.

(b) IEP FINAL REVIEWER shall be responsible for all withholdings required by law and the payment of any taxes and assessments associated therewith.

5. **INDEPENDENT CONTRACTOR.** IEP FINAL REVIEWER shall be considered an independent contractor and not an employee of USD 457, in the discharge of duties as IEP FINAL REVIEWER.

6. **CONFIDENTIALITY.** IEP FINAL REVIEWER shall abide by all federal, state and USD 457 laws, regulations and policies related to confidentiality of education, counseling, or student records.

7. **TERMINATION.** This Agreement may be immediately terminated by USD 457 at any time, for any reason upon thirty (30) days written notice. USD 457 shall be responsible for payment of any services rendered by IEP FINAL REVIEWER up to date of termination.

8. **SUFFICIENCY OF FUNDS.** In the event sufficient funds shall not be appropriated by the State of Kansas to USD 457 for the payments required under the terms and conditions of this Agreement, USD 457 may terminate this Agreement pursuant to the notice requirements set forth herein. This Agreement is subject to the terms and provisions of the Cash Basis Law, K.S.A. 10-1101 et seq., and the Kansas Budget Law, K.S.A. 79-2925 et seq.

9. **LEGISLATIVE CHANGE.** This Agreement is subject to change or termination by the Legislature of the State of Kansas.

10. **NOTICES.** All notices required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, by email, or sent by certified mail, postage prepaid, and addressed as follows:

USD 457: Unified School District No. 457  
1205 Fleming Street  
Garden City, Kansas 67846

and

Gina Galpin  
Director of Special Education  
1205 Fleming Street  
Garden City, Kansas 67846

IEP FINAL REVIEWER: \_\_\_\_\_

\_\_\_\_\_  
Garden City, Kansas 67846  
\_\_\_\_\_

Notices served by mail shall be deemed to be given on the date on which such notice is deposited in the United States mail.

11. **GENERAL PROVISIONS.**

- (a) This Agreement incorporates all of the obligations, agreements, and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the subject covered by this Agreement.
- (b) If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

- (c) This Agreement may be amended, changed, or modified only upon the written consent of all of the parties.
- (d) This Agreement shall be construed in accordance with the laws of the State of Kansas.
- (e) The paragraph headings appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to nor shall they be deemed to define, limit, or extend the scope or intent of the paragraph to which they pertain.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

BOARD OF EDUCATION  
UNIFIED SCHOOL DISTRICT NO. 457

\_\_\_\_\_

Date

By \_\_\_\_\_  
John Wiese, President

ATTEST:

IEP FINAL REVIEWER

\_\_\_\_\_

Jennifer Ramos, Board Clerk

By \_\_\_\_\_

\_\_\_\_\_

Print name and title

\_\_\_\_\_

Date

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Josh Guymon, Assistant Superintendent  
**DATE:** 9-6-23  
**RE:** Long Term Sub Agreement

---

### **ISSUE:**

The Board of Education is asked to consider and approve the updated Long Term Sub agreement.

### **BACKGROUND:**

The updated Long Term Sub agreement changes the years of service with USD 457 from two years to one and the required number of college credit hours from nine to six. This is an effort to encourage more staff to participate and allows the district to continue addressing the teacher shortage with creative strategies.

### **ALTERNATIVES:**

1. Approve the Updated Long Term Sub Agreement
2. Deny the Updated Long Term Sub Agreement
3. Offer an alternative recommendation

### **RECOMMENDATION:**

Approve the Updated Long Term Sub Agreement

### **FISCAL NOTE:**

The agreement will give all long-term subs that enter the agreement benefits at a current cost of \$9,780 per long-term sub. This expense is currently budgeted from payroll accounts.

### **ATTACHMENTS:**

Updated Long Term Sub Agreement

## LONG-TERM SUBSTITUTE TEACHER AGREEMENT

THIS LONG-TERM SUBSTITUTE TEACHER AGREEMENT ("Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between THE BOARD OF EDUCATION, UNIFIED SCHOOL DISTRICT NO. 457, FINNEY COUNTY, KANSAS ("USD 457") and \_\_\_\_\_ ("Long-Term Substitute Teacher").

WHEREAS, USD 457 has an acute and continuing need for long-term substitute teachers throughout the district; and

WHEREAS, current employees with at least two (2) prior years of employment with USD 457 have shown their commitment and have a desire to continue receiving fringe benefits that they currently receive to go towards the USD 457 sponsored health/dental plan, while transitioning into Long-Term Substitute Teacher positions; and

WHEREAS, Long-Term Substitute Teacher intends to seek licensure to be a USD 457 Teacher while working in a Long-Term Substitute Teacher position; and

WHEREAS, Long-Term Substitute Teacher does not yet qualify to be employed as a teacher under the negotiated agreement; and

WHEREAS, USD 457 has a need to employ more Long-Term Substitute Teachers, especially those seeking licensure and continued employment with USD 457 under the negotiated agreement.

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

1. **EDUCATIONAL REQUIREMENTS.** Long-Term Substitute Teacher must have completed an Associate's Degree or have a minimum of 60 college credit hours relative to education. Long-Term Substitute Teacher must be enrolled at an accredited college in a minimum of 6 college credit hours required in obtaining a Bachelor's Degree in Education and must be within two (2) years of obtaining that Bachelor's Degree. Proof of college hours completed and/or proof of current enrollment must be submitted by Long-Term Substitute Teacher to the USD 457 Human Resources Department no later than thirty (30) days after the start of each semester. Long-Term Substitute Teacher is required to keep a current Substitute License through KSDE until obtaining their Certified Teaching License.

2. **PAYMENT OF EXPENSES.** USD 457 agrees to pay Seven Hundred Seventy Dollars (\$770.00) per month towards the USD 457 sponsored health/dental plan, representing the same fringe benefits that are paid to USD 457 teachers ("Benefit Expenses"). Benefit Expenses will be paid by USD 457 during the entire term of the Long-Term Substitute Teacher role, for employees that transition from one (1) prior year of employment history in any role with USD 457 into the Long-Term Substitute Teacher position. Long-Term Substitute Teacher agrees and consents to USD 457 withholding compensation from paychecks to pay for the employee paid portion of the premiums.

3. **COMMITMENT TO REMAIN WITH USD 457.** In consideration of USD 457 paying Benefit Expenses on behalf of Long-Term Substitute Teacher, Long-Term Substitute Teacher agrees to be employed by USD 457 for a period of four (4) full semesters from the time the Long-Term Substitute Teacher receives their Certified Teaching License.

4. **REIMBURSEMENT OF FRINGE BENEFITS.** Should Long-Term Substitute Teacher terminate his or her employment with USD 457 at a time prior to the two (2) year commitment set forth in paragraph 3 herein, Long-Term Substitute Teacher agrees to reimburse USD 457 a portion of the actual amount paid by USD 457, pursuant to this Agreement, up to Six Thousand Dollars (\$6,000.00), due on or before Long-Term Substitute Teacher's last day of employment with USD 457. Should USD 457 determine that Long-Term Substitute Teacher is not a suitable candidate for continued employment during the two (2) year period, Long-Term Substitute Teacher shall have no obligation to reimburse USD 457 for any Benefit Expenses. If Long-Term Substitute Teacher remains with USD 457 for a period of time exceeding two (2) years, and thereafter, terminates his or her employment with USD 457, then no reimbursement of Benefit Expenses shall be required.

Should Long-Term Substitute Teacher fail to receive a Certified Teaching License, Long-Term Substitute Teacher shall be responsible for reimbursement to USD 457 of all Benefit Expenses paid by USD 457, up to Six Thousand Dollars (\$6,000.00). Such Benefit Expenses shall be due and payable by Long-Term Substitute Teacher by May 31<sup>st</sup> of the school year during which Long-Term Substitute Teacher becomes responsible for reimbursement of Benefit Expenses to USD 457 under this paragraph.

5. **NOT CONTRACT FOR CONTINUED EMPLOYMENT.** This Agreement is not, and should not be construed as, a commitment by USD 457 to continue the employment of Long-Term Substitute Teacher for any specific period of time. No statutory or due process rights of either party are limited by this Agreement. This Agreement is not intended to be, nor should it be construed as, a contract of employment.

6. **NOT CONTRACT FOR EMPLOYMENT.** This Agreement is not, and should not be construed as, a commitment by USD 457 to continue the employment of Long-Term Substitute Teacher for any specific period of time. All rights and obligations of the parties as to continuing contracts of employment shall be governed by any existing contract of employment, K.S.A. 72-2215 *et seq.* and K.S.A. 72-2252 *et seq.* No statutory or due process rights of either party are limited by this Agreement. This Agreement is not intended to be, nor should it be construed as, a contract of employment. Long-Term Substitute Teacher understands that employment by USD 457 is conditioned upon Long-Term Substitute Teacher being recommended for a position, qualifying for the position, and an open position being available in USD 457.

7. **COMPLIANCE.** During the term of the substitute teaching year, Long-Term Substitute Teacher agrees to comply with all USD 457 Board of Education policies, state laws, and student privacy and educational records laws. Long-Term Substitute Teacher also agrees to refrain from any and all extra-curricular social involvement with USD 457 students.

8. **WITHHOLDING OF FEE.** Long-Term Substitute Teacher agrees and consents to USD 457 withholding compensation from paycheck(s) in the event a reimbursement fee is due from Long-Term Substitute Teacher to USD 457.

9. **ENFORCEMENT OF AGREEMENT.** Should USD 457 be required to retain legal counsel to enforce the terms, conditions or obligations of this Agreement, Long-Term Substitute Teacher shall be responsible for all reasonable attorney fees and expenses incurred by USD 457, whether or not litigation is commenced by USD 457.

10. **VOLUNTARY AGREEMENT.** Long-Term Substitute Teacher acknowledges that he or she has voluntarily entered into this Agreement. Long-Term Substitute Teacher further acknowledges that the health/dental insurance plan to be provided to Long-Term Substitute Teacher is a valuable benefit to Long-Term Substitute Teacher.

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

ATTEST:

BOARD OF EDUCATION OF USD 457

\_\_\_\_\_  
Jennifer Ramos, Clerk

By \_\_\_\_\_  
John C. Wiese, Board President

LONG-TERM SUBSTITUTE TEACHER

\_\_\_\_\_  
Print Name \_\_\_\_\_

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Colleen Drees, Chief Financial Officer  
**DATE:** September 8<sup>th</sup>, 2023  
**RE:** Pre-Owned Pickup – Plant Facilities

---

### **ISSUE:**

The Board of Education is asked to consider and approve the bid for a Pre-Owned Pickup for Plant Facilities.

### **BACKGROUND:**

Plant Facilities has an aging fleet with high mileage on their vehicles. This purchase is to replace an aged out Pickup Truck for Grounds Maintenance.

### **ALTERNATIVES:**

1. Approve as presented
2. Reject all bids and re-bid at a later time
3. Reject all bids

### **RECOMMENDATION:**

It is recommended that the Board Of Education approve the bid as presented.

### **FISCAL NOTE:**

\$67,500.00 is the amount of the awarded bid. This purchase has been budgeted from the following account: 016 E 2630 19 0000 056 03 730. \$200,000 has been budgeted for Plant Facilities Vehicles and this is the first purchase from that account. Adequate funds are available.

### **ATTACHMENTS:**

Board Packet – Pre-Owned Pickup

**Bid Tabulations**  
**Pre-Owned 3/4 Ton Pickup**

Bid Opening: September 1, 2023

2024-04

<u>Vendor</u>	<u>Base Bid</u>
Burtis Motor Company, Inc	no bid
Legacy Chrysler Dodge Jeep	no bid
Lewis Chevrolet of Garden City	no bid
Western Motor Company	<b>\$67,500.00</b>

**RECOMMENDATION:** To accept the bid of Western Motor Company in the amount of \$67,500.00.

***Payment to be made from budgeted funds in account:***

016 E 2630 19 0000 056 03 730

Vehicles-Plant Facilities

**Bidders List**  
**Pre-Owned 3/4 Ton Pickup**

**Burtis Motor Company, Inc**

601 W. Kansas Ave.  
Garden City, KS 67846  
620.275.6171  
[rkirchoff@burtismotor.com](mailto:rkirchoff@burtismotor.com)

**Legacy Chrysler Dodge Jeep Ram**

1621 E Fulton St  
Garden City, Kansas  
620.805.6447  
[caleb@legacyautocenter.net](mailto:caleb@legacyautocenter.net)

**Lewis Chevrolet of Garden City**

1903 E Hwy 50  
Garden City, Kansas  
620.275.7171  
[jim\\_weatherred@buylewis.com](mailto:jim_weatherred@buylewis.com)

**Western Motor Company**

409 E Fulton St  
Garden City, Kansas  
620.275.4291  
[connie.lohman@westernmotor.com](mailto:connie.lohman@westernmotor.com)

**BID OPENING: September 1, 2023**

## Bids and Quotations Pre-Owned 3/4 Ton Pickup

Bid Opening: September 1, 2023  
Board Meeting: September 11, 2023

Bid 2024-04

Item, Material and/or Service that is being bid:

1. Pre-Owned 3/4 Ton Pickup

2. Brief description of the item, material, or service listed above:

Vehicle to be used for travel to process repairs/maintenance of district buildings

3. Period of time item, material or service bid will cover:

10+ years

4. Reason that the item, material or service is needed:

Replace tired fleet

5. Department and person responsible for the expenditure of the budget:

Plant Facilities - Shane Faurot

6. Line item and amount budgeted for this item:

Vehicles - Plant Facilities

016 E 2630 19 0000 056 03 730

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Colleen Drees, Chief Financial Officer  
**DATE:** September 8<sup>th</sup>, 2023  
**RE:** Yale Material Handler – Plant Facilities

---

### **ISSUE:**

The Board of Education is asked to consider and approve the bid for a Yale Material Handler for Plant Facilities.

### **BACKGROUND:**

Plant Facilities will have a finished storage building this fall and will need a forklift to move pallets on shelving units and around the storage building.

### **ALTERNATIVES:**

1. Approve as presented
2. Reject all bids and re-bid at a later time
3. Reject all bids

### **RECOMMENDATION:**

It is recommended that the Board Of Education approve the bid as presented.

### **FISCAL NOTE:**

\$22,746.00 is the amount of the awarded bid. This purchase has been budgeted from the following account: 016 E 4700 21 0560 056 02 610. Adequate funds are available.

### **ATTACHMENTS:**

Board Packet – Yale Material Handler

**Bid Tabulations  
Yale Material Handler**

Bid Opening: September 7, 2023

Bid 2024-05

<b>Vendor</b>	<b>Base Bid Yale Material Handler</b>	
Berry Material Handling	<u><b>\$22,746.00</b></u>	
Big L Sales, Inc	<u>no bid</u>	
Lift Parts Service LLC	<u>\$17,489.61</u>	* did not meet specifications

**RECOMMENDATION:** To accept the bid of Berry Material Handling in the amount of \$22,746.00

***Payment to be made from budgeted funds in account:***

Service Center

016 E 4700 21 0560 056 02 610

**Bidders List**  
**Yale Material Handling**

**Berry Material Handling**

David Brake  
4626 S. Palisade Ave  
Wichita, KS 67217  
316.945.0101  
[dbrake@berrymaterial.com](mailto:dbrake@berrymaterial.com)

**Big L Sales, Inc**

Ben Blood  
1102 E Fulton St  
Garden City, KS 67846  
620.276.3189  
[ben@biglrentals.com](mailto:ben@biglrentals.com)

**Lift Parts Service LLC**

Sales  
4265 Chambers Dr  
Garden City, KS 67846  
620.765.4050  
[sales@liftpartsservice.com](mailto:sales@liftpartsservice.com)

**BID OPENING: September 7, 2023**

## Bids and Quotations Yale Material Handler

Bid Opening: September 7, 2023  
Board Meeting: September 11, 2023

Bid 2024-05

Item, Material and/or Service that is being bid:

1. Yale Material Handler

2. Brief description of the item, material, or service listed above:

Forklift for the the new storage building

3. Period of time item, material or service bid will cover:

10+ years

4. Reason that the item, material or service is needed:

Need new material handler for storage building

5. Department and person responsible for the expenditure of the budget:

Plant Facilities - Shane Faurot

6. Line item and amount budgeted for this item:

Service Center

Budgeted Amount -

016 E 4700 21 0560 056 02 610

\$25,000

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Colleen Drees, Chief Financial Officer  
**DATE:** September 5<sup>th</sup>, 2023  
**RE:** Mid-Size SUV - Transportation

---

### **ISSUE:**

The Board of Education is asked to consider and approve the bid for a Mid-Size SUV for Transportation.

### **BACKGROUND:**

The Transportation Department provides a variety of vehicles for district wide use for travelling purposes. The District needs to update aging fleet vehicles that have high mileage.

### **ALTERNATIVES:**

1. Approve as presented
2. Reject all bids and re-bid at a later time
3. Reject all bids

### **RECOMMENDATION:**

It is recommended that the Board Of Education approve the bid as presented.

### **FISCAL NOTE:**

\$45,000.00 is the amount of the awarded bid. This purchase has been budgeted from the following account: 008 E 2710 20 0000 005 00 730. \$65,000 has been budgeted to purchase two vehicles this year. Adequate funds are available for this purchase.

### **ATTACHMENTS:**

Board Packet – Mid-Size SUV

**Bidders List  
Mid-Size SUV**

**Burtis Motor Company**

601 W. Kansas Ave.  
Garden City, KS 67846  
620.275.6171  
[rkirchoff@burtismotor.com](mailto:rkirchoff@burtismotor.com)

**Legacy Chrysler Dodge Jeep Ram**

1621 East Fulton  
Garden City, KS 67846  
620.805.6447  
[caleb@legacyautocenter.net](mailto:caleb@legacyautocenter.net)

**Lewis Chevrolet of Garden City**

1903 E Hwy 50  
Garden City, KS 67846  
620.275.7171  
[jim\\_weatherred@buylewis.com](mailto:jim_weatherred@buylewis.com)

**Garden City Honda formerly  
Western Motor Company**

409 E Fulton  
Garden City, KS 67846  
620.275.4291  
[connie.lohman@westernmotor.com](mailto:connie.lohman@westernmotor.com)

**BID OPENING: September 5, 2023**

**Bid Tabulations  
Mid-Size SUV**

Bid Opening: September 5, 2023

Bid 2024-07

<u>Vendor</u>	<u>New Bid</u>	<u>Pre-Owned Bid</u>
Burtis Motor Company	<u>no bid</u>	<u>no bid</u>
Legacy Chrysler Dodge Jeep Ram	<u>no bid</u>	<u>no bid</u>
Lewis Chevrolet of Garden City	<u><b>\$45,000.00</b></u>	<u>no bid</u>
Garden City Honda formerly Western Motor Company	<u>\$48,700.00</u>	<u>no bid</u>

**RECOMMENDATION:** To accept the bid of Lewis Chevrolet of Garden City in the amount of \$45,000.00.

Payment to be made from budgeted funds in account:  
016 E 2650 21 0000 055 01 730      Vehicles-Transportation

## Bids and Quotations Mid-Size SUV

Bid Opening: September 5, 2023  
Board Meeting: September 11, 2023

Bid 2024-07

1. Item, Material and/or Service that is being bid:  
(1) New or pre-owned mid-size, 7 passenger SUV
2. Brief description of the item, material, or service listed above:  
Transportation vehicle for staff and students
3. Period of time item, material or service bid will cover:  
10 - 15 years
4. Reason that the item, material or service is needed:  
Rotate out older vehicles
5. Department and person responsible for the expenditure of the budget:  
Transportation-Shane Burns
6. Line item and amount budgeted for this item:  
016 E 2650 21 0000 055 01 730          Vehicles-Transportation

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Colleen Drees, Chief Financial Officer  
**DATE:** September 8<sup>th</sup>, 2023  
**RE:** Mid-Size Sedan - Transportation

---

### **ISSUE:**

The Board of Education is asked to consider and approve the bid for a Mid-Size Sedan for Transportation.

### **BACKGROUND:**

The Transportation Department provides a variety of vehicles for district wide use for travelling purposes. The District needs to update aging fleet vehicles that have high mileage.

### **ALTERNATIVES:**

1. Approve as presented
2. Reject all bids and re-bid at a later time
3. Reject all bids

### **RECOMMENDATION:**

It is recommended that the Board Of Education approve the bid as presented.

### **FISCAL NOTE:**

\$29,950.00 is the amount of the awarded bid. This purchase has been budgeted from the following account: 008 E 2710 20 0000 005 00 730. The total budget is \$65,000. Adequate funds are available for this purchase.

### **ATTACHMENTS:**

Board Packet – Mid Size Sedan

**Bidders List  
Mid-Size Sedan**

**Burtis Motor Company**

601 W. Kansas Ave.  
Garden City, KS 67846  
620.275.6171  
[rkirchoff@burtismotor.com](mailto:rkirchoff@burtismotor.com)

**Legacy Chrysler Dodge Jeep Ram**

1621 East Fulton  
Garden City, KS 67846  
620.805.6447  
[caleb@legacyautocenter.net](mailto:caleb@legacyautocenter.net)

**Lewis Chevrolet of Garden City**

1903 E Hwy 50  
Garden City, KS 67846  
620.275.7171  
[jim\\_weatherred@buylewis.com](mailto:jim_weatherred@buylewis.com)

**Garden City Honda formerly  
Western Motor Company**

409 E Fulton  
Garden City, KS 67846  
620.275.4291  
[connie.lohman@westernmotor.com](mailto:connie.lohman@westernmotor.com)

**BID OPENING: September 5, 2023**

**Bid Tabulations  
Mid-Size Sedan**

Bid Opening: September 5, 2023

Bid 2024-06

<u>Vendor</u>	<u>New Bid</u>	<u>Pre-Owned Bid</u>
Burtis Motor Company	<u>no bid</u>	<u>no bid</u>
Legacy Chrysler Dodge Jeep Ram	<u>no bid</u>	<u>no bid</u>
Lewis Chevrolet of Garden City	<u>no bid</u>	<u>no bid</u>
Garden City Honda formerly Western Motor Company	<u><b>\$29,950.00</b></u>	<u>no bid</u>

**RECOMMENDATION:** To accept the bid of Garden City Honda formerly Western Motor Company in the amount of \$29,950.00.

Payment to be made from budgeted funds in account:  
016 E 2650 21 0000 055 01 730      Vehicles-Transportation

## Bids and Quotations Mid-Size Sedan

Bid Opening: September 5, 2023  
Board Meeting: September 11, 2023

Bid 2024-06

1. Item, Material and/or Service that is being bid:  
(1) Mid-size, 5 passenger, 4 door Sedan
2. Brief description of the item, material, or service listed above:  
Transportation vehicle for staff and students
3. Period of time item, material or service bid will cover:  
10 - 15 years
4. Reason that the item, material or service is needed:  
Rotate out older vehicles
5. Department and person responsible for the expenditure of the budget:  
Transportation-Shane Burns
6. Line item and amount budgeted for this item:  
016 E 2650 21 0000 055 01 730      Vehicles-Transportation

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr.Dominguez, Superintendent  
**FROM:** Gina Galpin, Director of Special Education  
**DATE:** 09/07/2023  
**RE:** Functional Academics curriculum for RISE classrooms

---

### **ISSUE:**

The Board of Education is asked to consider and approve the purchase of the curriculum, Functional Academics, for the RISE classrooms at Garfield, Victor Ornelas, Edith Scheuerman, Charles Stones, and GCHS.

### **BACKGROUND:**

The RISE (Reaching Independence through Structured Environments) classrooms serve students with the most significant intellectual and developmental disabilities.

The Functional Academics curriculum incorporates specially designed instructional materials aligned to the Essential Elements standards that our students in RISE classrooms are required to learn. These standards are assessed on the alternate state assessment, Dynamic Learning Map (DLM), each school year. Functional Academics incorporates evidence-based resources and strategies that empower students to reach their greatest level of independence, access their communities, and live fulfilled lives as contributing, responsible, and equal members of society.

The RISE classrooms have not had a designated curriculum to teach their standards due to limited availability of developmentally appropriate materials on the market for our RISE classrooms. Teachers have been creating their own activities or using activities from a variety of resources to meet the needs of their students.

USD 489 in Hays, KS purchased the program previously and shared their experience and success with it during collaborative special education meetings. The Special Education Coordinators reviewed the curriculum, shared it with teachers, and proposed to the Director of Special Education that we purchase the program for our RISE classrooms who are currently in need of this curriculum.

The Functional Academics curriculum is on the agenda for approval at Curriculum Council on September 12<sup>th</sup>, pending approval by the Board of Education.

### **ALTERNATIVES:**

1. Approve the curriculum purchase.
2. Deny this purchase.
3. Recommend an alternative solution.

**RECOMMENDATION:**

Approve the purchase of Functional Academics curriculum for our RISE classrooms.

**FISCAL NOTE:**

This purchase has been budgeted from our Special Education ESSER Funds that expire at the end of the school year.

**ATTACHMENTS:**



Specially Designed Education Services  
18223 102nd Ave NE  
Suite B  
Bothell, Washington 98011  
425.820.5855

**INVOICE**

Bill To  
Garden City Public Schools (USD 457)  
1205 Fleming St.  
Garden City, Kansas 67846

Invoice#  
**INV-001090**

**DRAFT**

Invoice Date	Due Date	Sales person
August 29, 2023	September 28, 2023	Tucker Mueck

Item & Description	Qty	Rate	Amount
Option 1: Full Access Elementary Level <small>Deluxe Teaching Package including 5 Student Packages.</small>	3	3,100.00	9,300.00
Option 1: Full Access Secondary Level <small>Deluxe Teaching Package including 5 Student Packages.</small>	2	3,100.00	6,200.00
Option 1: Bonus <small>Each Full Access purchase includes Peer and Para manuals and handbooks.</small>	5	0.00	0.00
Annual Subscription to Functional Academics.net <small>\$529 value per classroom</small>	5	0.00	0.00
Training Package 2: Live Webinar Series <small>Price includes three 2-hour webinar trainings.</small>	1	1,500.00	1,500.00
Shipping & Handling	1	700.00	700.00

Please make check payable to Specially Designed Education Services.

Sub Total	17,700.00
<b>Total</b>	<b>\$17,700.00</b>
<b>Balance Due</b>	<b>\$17,700.00</b>



## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Josh Guymon, Assistant Superintendent  
**DATE:** 9-11-23  
**RE:** Boardworks Purchase

---

### **ISSUE:**

The Board of Education is asked to consider and approve the quote for Boardworks. This will be a first read and it will return for approval on the consent agenda on 9/21/23.

### **BACKGROUND:**

This is an online program that is standards based in the K-12 core content areas. It is aligned with the Kansas state standards and allows teachers resources to pull and support students that have not mastered a specific standard. This will allow the staff to support our students on IEP's that are needing additional support on some of the work that is done in the classroom.

### **ALTERNATIVES:**

1. Approve the Boardworks purchase
2. Deny the Boardworks purchase
3. Deny and recommend an alternative solution

### **RECOMMENDATION:**

Approve the Boardworks purchase

### **FISCAL NOTE:**

This program will cost \$66,096 for the first three years.

### **ATTACHMENTS:**

Garden City Boardworks quote, Boardworks CRT letter



**BK Interactive LLC  
Boardworks Education  
240 Kent Avenue, Suite B12  
Brooklyn, NY 11249**

# Addendum to Terms of Use

Date: 5/2/2023

This Addendum to the Boardworks Terms of Use (“**Addendum**”) is entered into by Garden City School District (the “District”) and BK Interactive LLC (“Boardworks”) as of May 2<sup>nd</sup>, 2023 (the “**Effective Date**”).

WHEREAS, the Law and Jurisdiction section of the standard Terms of Use (“Terms”) offered by Boardworks at <https://app.boardworkseducation.com/legal/terms> are amended as follows:

**Law and Jurisdiction.** These terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by United States law. We both agree to the exclusive jurisdiction and venue of any action with respect to the subject matter of these terms of use will be the District Court of Finney County, Kansas.

IN WITNESS WHEREOF, the Parties agree to be bound by the terms of this Addendum as of the Effective Date:

Boardworks

District

By: Andy Flowe

By: \_\_\_\_\_

Signature: Andy Flowe

Signature: \_\_\_\_\_

Title: Head of US Operations

Title: \_\_\_\_\_

Date: 5/2/2023

Date: \_\_\_\_\_



240 KENT AVE. BROOKLYN NY 11249  
BOARDWORKSEDCATION.COM

# Garden City Public Schools

9/8/2023

**Product Description:** Boardworks K-12 Education Suite provides a wealth of supplemental, innovative, and inspiring ready-made resources mapped to Kansas State Standards. Designed to empower your teachers to help optimize technology and enhance teaching and learning practices through exciting and engaging lessons that are accessible on any web-enabled device.

**Products included:**

- ES Science
- ES English
- ES Math
- MS ELA
- MS Science
- MS Math
- MS History
- English Grammar & Skills
- HS ELA
- Boardworks Shakespeare
- Boardworks Modern Literature
- HS Biology
- HS Chemistry
- HS Physics
- HS Earth
- HS Algebra I
- HS Algebra II
- HS Geometry
- HS US History
- HS World History



240 KENT AVE. BROOKLYN NY 11249  
BOARDWORKSEDCATION.COM

# Garden City Public Schools

9/8/2023

## Boardworks Content Pricing

List Price Per Student Per Product	\$0.75
6,800 Students X 18 content areas x \$0.75	\$91,800
K-12 Suite Discount (25%)	-\$22,950
Discount for advocate partnership (feedback/case study/introductions) commitment (15%)	-\$13,770
District Price Quoted (One-Time Cost)	\$55,080
Two Years of Annual Technology Fees	+\$11,016
<b>Total Cost</b>	<b>\$66,096</b>

## Boardworks K-12 Suite Annual Technology Fee

A required technology fee will be billed annually starting September 2026, for continued platform access. This covers hosting, analytics as well as updates to content and standards. \$5,508

*This quote provides a site-wide, lifetime license of all Boardworks teaching resources. This quote is only valid for an order if confirmed by September 15, 2023.*

*This quotation covers the services described herein and is governed by the Terms of Service available online at <https://app.boardworkseducation.com/legal/terms/>, and the Privacy Policy available online at <https://app.boardworkseducation.com/legal/privacy>. By accepting this quote, you are agreeing to these Terms of Service.*

*This quotation is not inclusive of any applicable sales, use, withholding, or gross receipt taxes owed to a Governmental Authority. An estimate of any applicable tax can be provided upon request.*

Name/Position \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Invoice Email Address \_\_\_\_\_

Purchase Order Number \_\_\_\_\_

**ALL PURCHASE ORDERS CAN BE SUBMITTED VIA EMAIL TO [matt.argubright@boardworksed.com](mailto:matt.argubright@boardworksed.com)**



**BK Interactive LLC**  
**240 Kent Avenue, Suite B12**  
**Brooklyn, NY 11249**

**Boardworks Sole Source Letter**

Date: 9/8/2023

To Whom it may concern:

I am writing on behalf of Greg Watson, our CEO, with regards to your request of a sole source letter from us. This letter is to confirm that as of the date on this letter, BK Interactive LLC is the Sole Source for Boardworks Education software licenses in the United States. Any other providers who may attempt to quote or sell Boardworks Education resources in the United States are not authorized partners.

Boardworks is the only platform where schools can access our library of content across K-12 in Math, ELA, Science and grades 6-12 in History on a platform that includes the following features:

- The ability to personalize, customize and differentiate Boardworks content
- Robust sharing features to share interactive lesson content with learners without needing to create or roster student accounts
- The ability for schools and districts to build out libraries of custom content built from Boardworks presentations
- Google SSO and Google Classroom integrations

I hope this is sufficient information but please do not hesitate to contact me if you require any further assistance.

Kind regards,

Paul Robinson  
Managing Director

BK Interactive LLC  
Direct Line: 917-757-0501  
Email: paul.robinson@boardworksed.com



To Whom it May Concern,

As an educational software company, we understand the importance of providing accurate and relevant content to schools and students. We want to assure you that our Boardworks content does not include Critical Race Theory (CRT).

We believe that it is important to provide students with facts and data, rather than opinions or ideologies. This approach is essential for helping them develop the skills they need to succeed in the real world.

Our commitment to providing factual and unbiased content is unwavering. We are confident that our resources will help your students achieve academic success.

Sincerely,

Boardworks Education

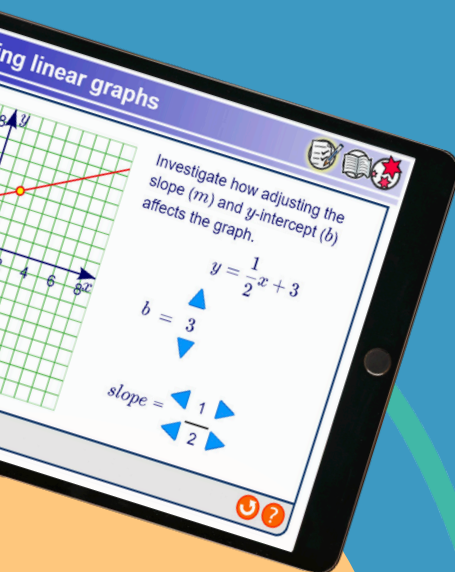
ONE TIME  
PURCHASE!



# boardworks

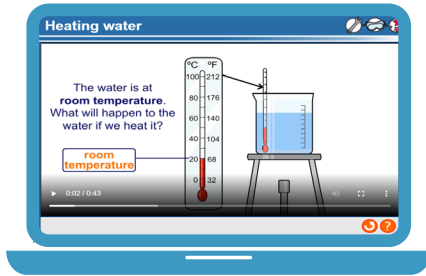
Interactive K-12 Resources to  
Enhance Teaching & Learning

**Empower Teachers.**  
**Engage Students.**  
**Enhance Learning.**



# Empower Teachers To Engage Students

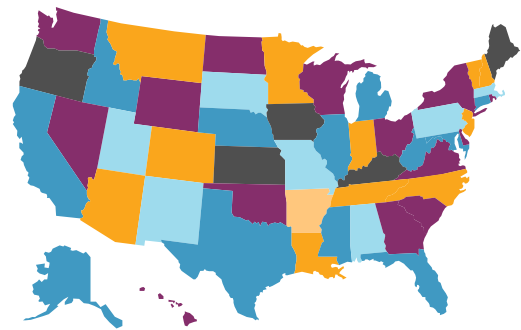
## Anywhere, Anytime Access For Seamless Blended Learning



- Support your teachers and students with thousands of high-quality animations and interactive activities designed to engage learners across all blended learning environments.
- Ideal standards based content to seamlessly transition between in class or remote instruction, synchronous or asynchronous teaching, as well as whole class, small group or student led learning.
- Web enabled platform works on all devices for anywhere, anytime access. Offline options also available for those areas without internet services.

## Mapped To State Standards

- Mapped to state learning standards to ensure rigor, ease-of-use, and consistency across the school or district.
- Serves as a supplemental resource, compatible with existing curriculum and lesson plans.
- Easy-to-use interactive menus link each presentation to the appropriate standard.



## Flexible For Differentiation & Personalized Learning

- Editability enables differentiation, offering teachers the freedom to add, delete, or reorder activities, and insert new multimedia according to student needs, including:
  - Special education and mixedability learners
  - Gifted and talented students
  - English language learners
  - RTI, remediation, alternative or summer school

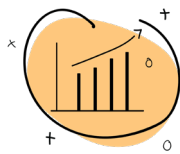


# Across All Educational Environments



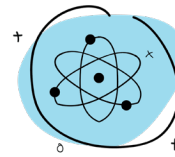
## Time-Saving & Ready-to-Teach

- Supplemental content created by teachers, for teachers, to ensure ease-of-use and seamless integration with existing lesson plans and other complimentary resources.
- Contains thousands of customizable and high-quality, ready-prepared interactive activities that save teachers countless hours of preparation time.
- Intuitive platform empowers all teacher to embed interactive content into their in class or virtual lessons, increasing student engagement and providing a more consistent and equitable learning experience.



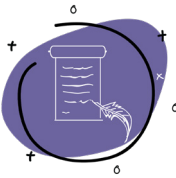
## Boardworks Math

Illustrate abstract mathematical concepts with Elementary School Math, Middle School Math, High School Algebra I & II, & Geometry



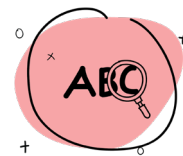
## Boardworks Science

Explore the scientific world with Elementary School Science, Middle School Science, High School Biology, Chemistry, Physics, and Earth Science.



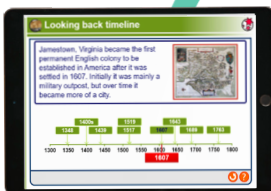
## Boardworks History

Bring historical events to life with Middle School History, U.S. History, and World History.



## Boardworks ELA

Spark a curiosity for reading and writing with Elementary, Middle & High School ELA.



*"Boardworks is easy-to-use, editable, crisp, clean, and creates an immersive experience for students. With Boardworks, all teachers automatically have curriculum content that is interactive and technology-based, no matter their subject area. This great tool, takes a burden off teachers' plates for once."*

**Dr. Richard Hughes,**  
*NYSCTE Superintendent of the Year*

