

# Regular Board of Education Meeting

Monday, May 6, 2024 6:00 PM

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

## A. PLEDGE

## B. SILENT REFLECTION

## C. MEETINGS OF NOTE

1.

- May 16, 2024 - Leadership Day at Alta Brown Elementary School, 6:30 p.m. - four or more Board members may be in attendance.
- May 17, 2024 - Garden City High School Hall of Fame Dinner and Induction Ceremony - GCHS Commons, 6:30 P.M. - four or more Board members may be in attendance.
- May 18, 2024 - Garden City Achieve and Virtual Academy Graduation - 10:30 a.m. at HGMS - four or more Board members may be in attendance.
- May 19, 2024 - Garden City High School Graduation, 1:00 p.m. - four or more Board members may be in attendance.
- May 23, 2024 - USD 457 Staff Appreciation Dinner, 5:30 pm. - GCHS Commons - four or more Board Members may be in attendance.

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

1. Additional certified and classified personnel actions for consideration, Item F3

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

1. Building Presentation - Jennie Barker Elementary School
2. Recognition of teachers that have completed the LETRS Program.

## F. CONSENT AGENDA

1. Minutes

- a. Minutes of the April 15, 2024, Regular Board of Education Meeting
- b. Minutes of the April 22, 2024, Special Board of Education Meeting
- c. Minutes of the April 30, 2024, Special Board of Education Meeting

2. Accounts Payable totaling \$6,801,979.65, noting that all major accounts contain adequate balances to meet current obligations.

3. Personnel

- a. Certified
- b. Classified

## G. BOARD REPORTS

1. Presentation from the Parents as Teachers Program
2. Education Pathway Partnership

## H. UNFINISHED BUSINESS

1. The Board of Education is asked to consider and approve a design by ICE Engineers for the Abe Hubert HVAC system replacement - \$127,500.00

## I. NEW BUSINESS

1. The Board of Education is asked to consider and approve the following Curriculum Council items:

a. Addition of a new course, Community Leadership, as a 1.0 credit elective course. (First Read)

2. The Board of Education is asked to consider and approve the continuation of Renaissance Learning, an existing curriculum - Renaissance in the amount of \$128,240.00 (First Read)

3. The Board of Education is asked to consider and approve the purchase of an Anatomage Convertible Table to be used in Health Science and Biomedical courses at Garden City High School - Anatomage in the amount of \$84,045.00 (First Read)

4. The Board of Education is asked to consider and approve a proposal to update the elevator at JD Adams Hall - State Contract in the amount of \$130,677.07

5. The Board of Education is asked to consider and approve a bid to sand and refinish the gym floors at Horace Good Middle School - Creative Floors in the amount of \$68,132.00

6. The Board of Education is asked to consider and approve the contract with Bobcat Equipment for the purchase of a MT 100 Mini Track Loader - Bobcat in the amount of \$34,600.00

7. The Board of Education is asked to consider and approve the purchase of a replacement Cable Analyzer - CDW-G in the amount of \$14,000.00

8. Carpet update and discussion.

9. RSP Update

**J. BOARD OPEN DISCUSSION**

- John Wiese
- Jackie Gigot
- Andy Fahrmeier
- Randy Ralston
- Robin Bergkamp
- Mark Hinde
- Nathan Haeck
- Dr. Dominguez

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

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

2. The Board of Education considers the recommendation from the appeal hearing on a student's expulsion.

3. Personnel matters for non-elected personnel.

4. Personnel matters for non-elected personnel.

**L. NEXT BOARD MEETING**

**M. ACCOUNTS PAYABLE REVIEW - Mark Hinde and Robin Bergkamp**

**N. ADJOURNMENT**

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Matthew Horney, Principal Jennie Barker Elementary  
**DATE:** 5/2/2024  
**RE:** Jennie Barker Elementary Building Presentation

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### **ISSUE:**

Jennie Barker Elementary has been scheduled to make a building presentation to the Board of Education. Our student STUCO Light House team will present a power point showcasing the great things happening at Jennie Barker. Presenters will be Jennie Barker staff Anita Palmer and Matthew Horney.

### **BACKGROUND:**

Jennie Barker is on the Rural school of Jennie Barker with a student population of 172. We are a Leader In Me School that works with Community Partners to impact Garden City and to enhance the learning experience of students and their families.

### **ALTERNATIVES:**

No other alternatives applicable

### **RECOMMENDATION:**

No recommendations are applicable

### **FISCAL NOTE:**

There is no fiscal impact for the BOE to consider

### **ATTACHMENTS:**

Power Point is attached.



# Jennie Barker Bobcats

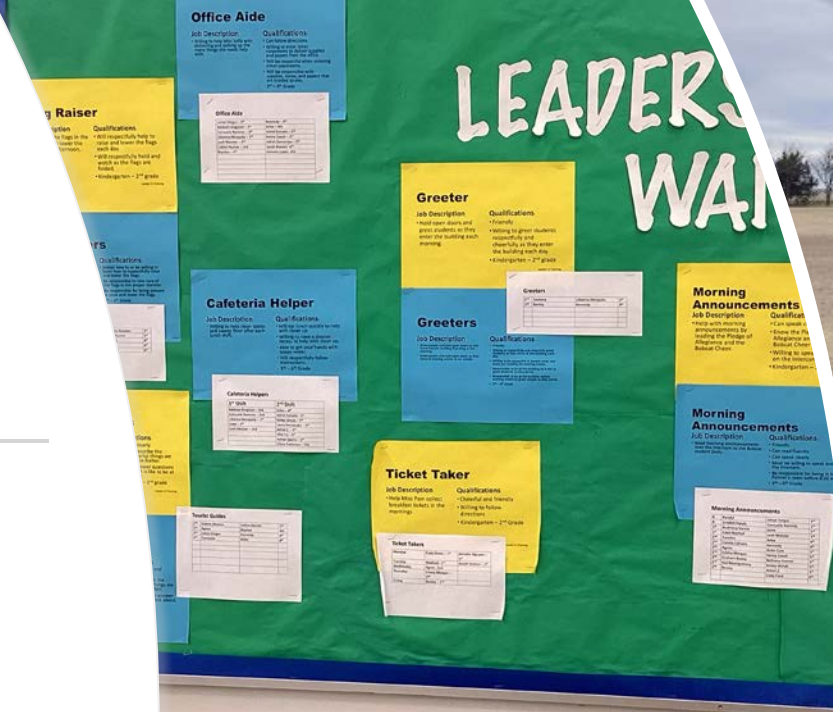
School Board Presentation



# Jennie Barker Bobcats 2023-2024

# Student Lighthouse Team

- Fabian Hernandez-President
- Alan Gutierrez- Vice President
- 5th Grade: Lane Hensley, Mayla Meiser
- 4th Grade: Driftyn Venable, Brynlee Evans
- 3rd Grade: Cooper Drees, Lenyx Vargas
- 2nd Grade: Graham Bailey, Camilla Estrada
- 1st Grade: Boston Sneed, Madison Kemp
- Kindergarten: William Mesquita, McKenzie Ojeda



# Walking Track Challenge

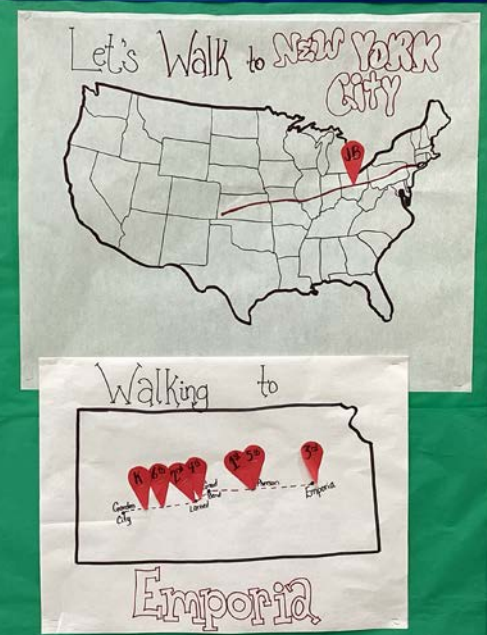
Our WIG goal is to walk from Garden City, Kansas to New York City – 1, 563 miles.



**Leaderboard**

Levi - 3 <sup>rd</sup>	- 43.25
Jeremy - 3 <sup>rd</sup>	- 37.5
Lenyx - 3 <sup>rd</sup>	- 30
Ivan - 5 <sup>th</sup>	- 26.75
Cooper - 3 <sup>rd</sup>	- 23.25
Oswaldo - 3 <sup>rd</sup>	- 21.25
Carson - 2 <sup>nd</sup>	- 21
Jovani - 5 <sup>th</sup>	- 17.75
Eslie - 3 <sup>rd</sup>	- 17
Drifhyn - 4 <sup>th</sup>	- 16

10 Carson - 2<sup>nd</sup> - 8.00  
10 Jovani - 5<sup>th</sup> - 8.00



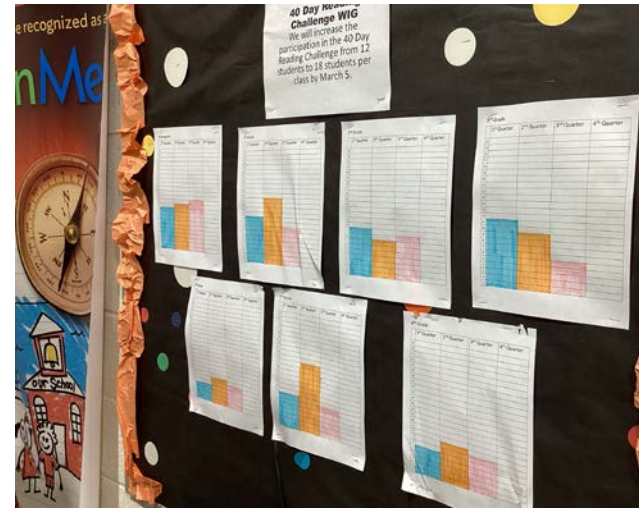
**Leaderboard**

Levi - 3 <sup>rd</sup>	-
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Jovani - 5 <sup>th</sup>	-
Eslie - 3 <sup>rd</sup>	-
Drifhyn - 4 <sup>th</sup>	-

10 Carson - 2<sup>nd</sup>  
10 Jovani - 5<sup>th</sup>

5

# 40 Day Reading Challenge



Our WIG is to have 80% of each class complete the challenge and go to the 4<sup>th</sup> quarter celebration.





## Penny War

This is our second year of doing this challenge to raise money for fence signs.



# Food Drives

- Emmaus House
- Salvation Army





## Community Partner Fundraiser

- Fundraisers that raised \$370. These funds will be split between Cancer Center, Humane Society, Emmaus House, and Finney County Public Library.



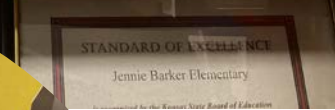
# Band & Orchestra



# Robotics



- We had six teams compete this year. One team won a trophy at State, the Design Award, for their notebook and interview. We have taken teams to World's for the last two years.





## Ice Cream Social



# Heroes Breakfast

- 1st Responders
- Sheriffs department
- Finney County Police
- EMS
- Life Watch





# Field Day

- NFL Play 60



## Touch a Truck Farm Day

- K-State Extension Office





# Family Night





## Thanksgiving Family Dinner



# North American Solar Eclipse

- Glasses were donated by parents





# Muffins in the Morning

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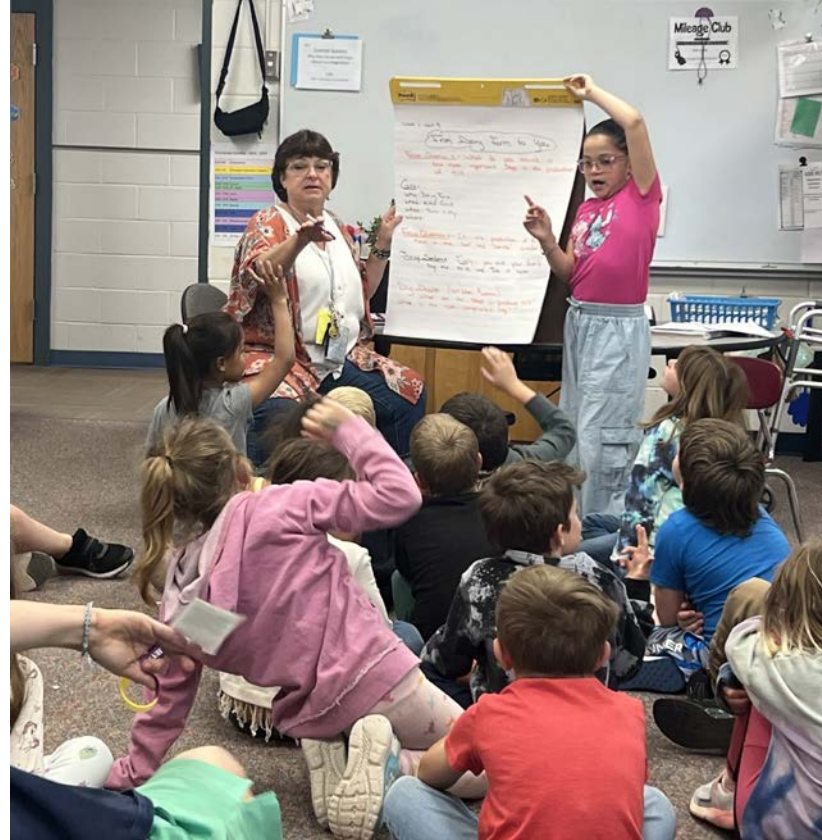
# Community Partners

- 4-H
- YMCA
- Finney County Library
- Salvation Army
- KCB Bank
- Real Men Real Leaders



# Kindergarten





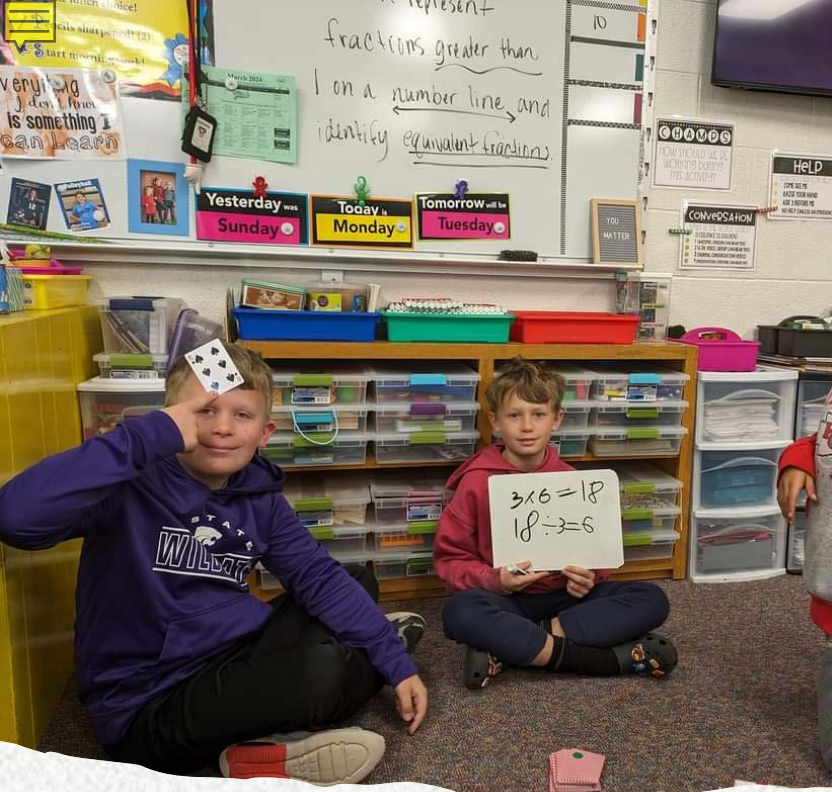
## 1<sup>st</sup> Grade

- We work together well.
- We listen to each other.
- We care about each other and help each other.
- We have a good teacher – Mrs. Adler
- It's fun in 1st grade.



## 2<sup>nd</sup> Grade

- Our Reading fluency has been improving and we have been able to comprehend the reading texts in class.
- We have been learning to become more organized with our school materials with the Leader in Me program.
- We are doing "First Things First" for Leader in Me and establishing Wildly Important Goals for Academic Achievement.



## 3<sup>rd</sup> Grade

- Big Rocks first!
- Math Games
- Having a great teacher – Mrs. Ford
- KSA Celebration Field Trip
- Multiplication and Close Reads

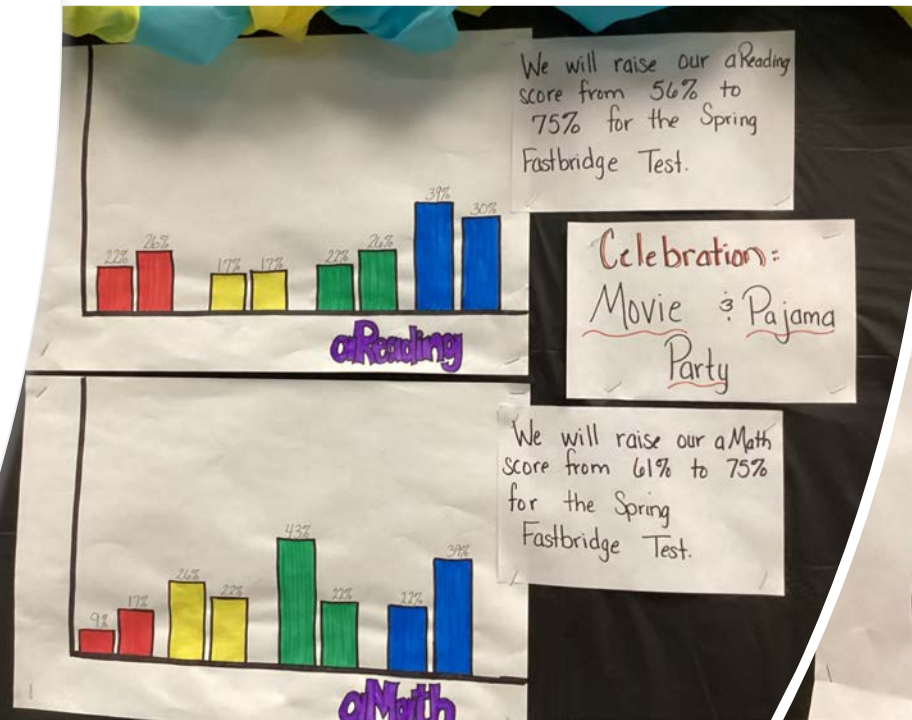
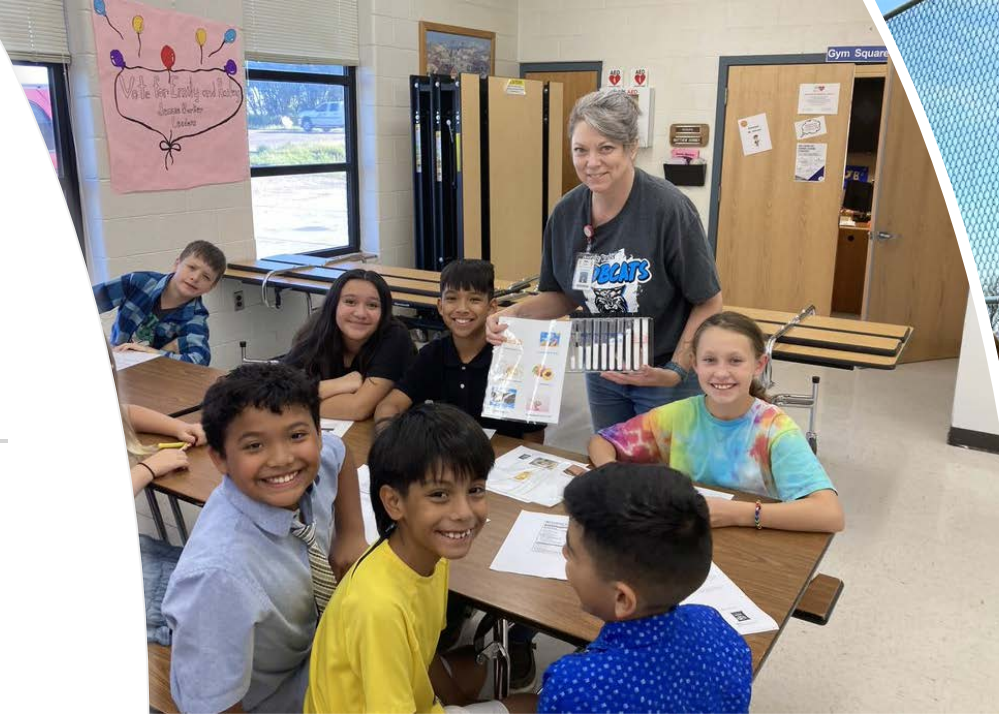


## 4<sup>th</sup> Grade

- We have a helpful teacher.
- We use our iPads in our learning.
- We have fun with our learning.
- This is a safe place for us to explore and learn.

## 5<sup>th</sup> Grade

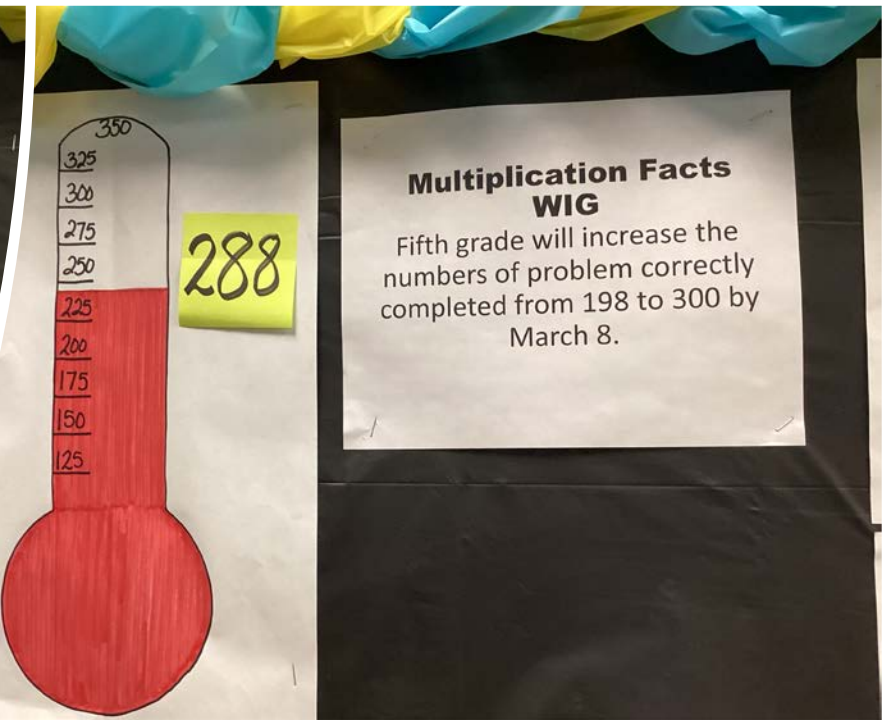
- Our Teacher-Mrs. Palmer
  - She has been showing us how to be respectful to each other
  - She is also very creative.
- We get to fun stuff – Multiplication Bingo and many fun learning activities.
- Field Trips
  - Cosmosphere
  - Parrot Cove



We will raise our aReading score from 56% to 75% for the Spring Fastbridge Test.

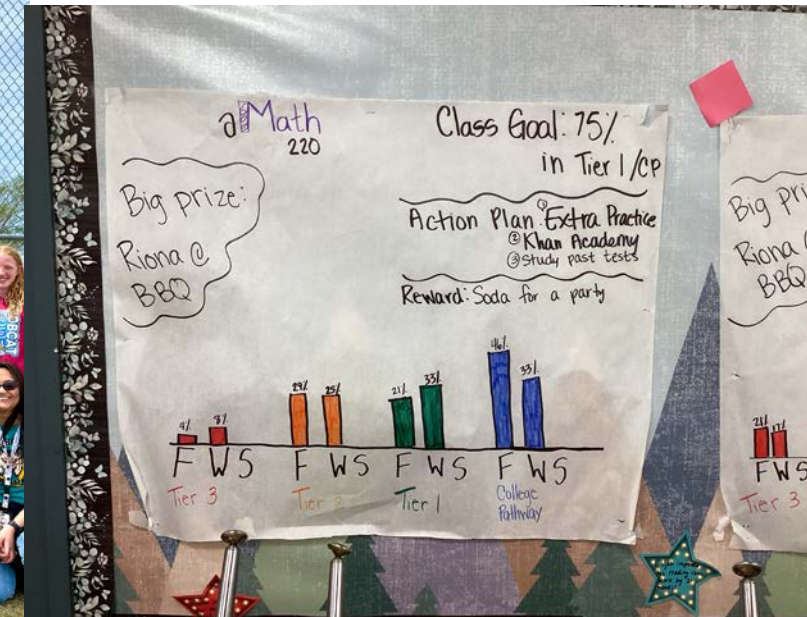
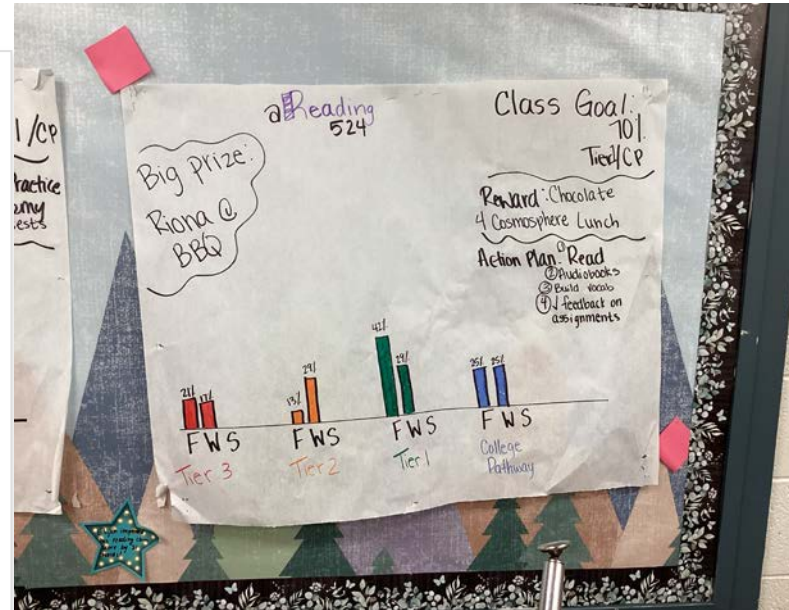
**Celebration:**  
Movie & Pajama Party

We will raise our aMath score from 61% to 75% for the Spring Fastbridge Test.



## 6<sup>th</sup> Grade

- We are the oldest students at Jennie Barker.
  - We are the leaders
  - We have the most privileges
  - We get to run for President and Vice President of the Student Lighthouse Team.
  - We can be a positive influence for the younger students.
- We have known our teacher since we were in Kindergarten.
- There are many responsibilities that are only for the 6th graders.





**\*DRAFT\* MINUTES \*DRAFT\***

**Regular Board of Education Meeting  
Garden City Public Schools USD 457**

**Monday, April 15, 2024 - 6:00 PM**

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

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The Board of Education of Garden City USD 457 met for a Regular meeting on Monday, April 15, 2024, at 6:00 PM in the Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846.

Board members present were Andy Fahrmeier; Jackie Gigot; John Wiese; Mark Hinde; Nathan Haeck; Randy Ralston; Robin Bergkamp. Joining board members at the conference table was Superintendent, Dr. Mike Dominguez. Also in attendance were Dr. Maria Gomez-Rocque, Deputy Superintendent; Josh Guymon, Assistant Superintendent; Jessica Nothern, Chief Financial Officer; and Drew Thon, Chief Human Resources Officer.

John Wiese called the meeting to order at 6:00 P.M. The meeting opened with the Pledge of Allegiance.

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

**B. SILENT REFLECTION**

**C. MEETINGS OF NOTE**

C.1.

- April 17, 2024 - Public Input Night for the RSP Boundary Study at Garden City High School in the Commons from 5:30 p.m. - 7:30 p.m. All board members may be in attendance.
- April 18, 2024 - Public Input Night for the RSP Boundary Study at Garden City High School in the Commons from 5:30 p.m. - 7:30 p.m. All board members may be in attendance.

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

That the Board of Education approve the meeting agenda with the following amendments: This motion, made by Jackie Gigot and seconded by Mark Hinde, Carried.

D.1. Additional certified and classified personnel actions for consideration, Item #G.3

D.2. Additional Item #I.3, New Business, the Board of Education is asked to consider and approve a quote for purchase of custodial equipment - Pur-O-Zone - State Contract in the amount of \$104,526.86.

Bergkamp: Yea

Fahrmeier: Yea

Gigot: Yea  
Haeck: Yea  
Hinde: Yea  
Ralston: Yea  
Wiese: Yea  
Yea: 7, Nay: 0

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

Molly Evans requested to address the Board of Education regarding the Boundary Study/Reconfiguration and was given five minutes to present her information.

Samantha Payne requested to address the Board of Education regarding the Boundary Study/Reconfiguration and was given five minutes to present her information.

Stacey Montgomery requested to address the Board of Education regarding the Boundary Study/Reconfiguration and was given five minutes to present her information.

Trevor Henningsen requested to address the Board of Education regarding the Boundary Study/Reconfiguration and was given five minutes to present his information.

Amanda Lee requested to address the Board of Education regarding the Boundary Study/Reconfiguration and was given five minutes to present her information.

Rebecca Swender requested to address the Board of Education regarding the Boundary Study/Reconfiguration and was given five minutes to present her information.

Tami Hunter requested to address the Board of Education regarding the Boundary Study/Reconfiguration and was given five minutes to present her information.

Tyler Hands requested to address the Board of Education regarding the Boundary Study/Reconfiguration and was given five minutes to present his information.

Megan Ford requested to address the Board of Education regarding the Boundary Study/Reconfiguration and was given five minutes to present her information.

Margaret Shultz requested to address the Board of Education regarding the Boundary Study/Reconfiguration and was given five minutes to present her information.

Layla Mumgaard requested to address the Board of Education regarding the Boundary Study/Reconfiguration and was given five minutes to present her information.

Jacque Timson requested to address the Board of Education regarding the Boundary Study/Reconfiguration and was given five minutes to present her information.

Mark Hinde left the board meeting room at 6:57 P.M. and returned at 6:59 P.M.

E.1.Recognition of KNEA Just Imagine Justice campaign award winners. Rebecca Burnfin, Sponsor

The Board of Education recognized six Garden City High School students as KNEA Just Imagine Justice campaign award winners. Civic Engagement Projects were submitted to KNEA and Garden City had six out of the ten winners. All winners were recognized at the 2023-2024 KNEA Representative Assembly on April 5th and 6th in Wichita and were awarded scholarships.

E.2. Building Presentation - Georgia Matthews Elementary School - Bryan Kott, Principal  
 Building Presentation - Georgia Matthews Elementary School - Bryan Kott, Principal, and Becky Alexander, Kindergarten teacher at Georgia Matthews Elementary School, along with featured students presented the following:

- Featured students presented their favorite subject, years at GM, favorite staff member, and favorite activity.
- Building make up: the student population and teaching staff.
- Wildly Important Goals (WIG)
- WIG Phonics Data
- Math Data
- Leader in Me
- Behavior Program
- Classroom Activities
- Student Celebrations

**F. CORRESPONDENCE** – None

### **G. CONSENT AGENDA**

That the Board of Education approve all consent agenda items as amended. This motion, made by Jackie Gigot and seconded by Nathan Haeck, Carried.

Bergkamp: Yea

Fahrmeier: Yea

Gigot: Yea

Haeck: Yea

Hinde: Yea

Ralston: Yea

Wiese: Yea

Yea: 7, Nay: 0

#### **G.1. Minutes**

G.1.a. Minutes of the April 1, 2024, Regular Board of Education Meeting – approved as presented.

**G.2. Accounts Payable** totaling \$702,678.71, noting that all major accounts contain adequate balances to meet current obligations – approved as presented.

**G.3. Personnel** – all Certified and Classified personnel actions approved as presented.

#### **G.3.a. Certified**

**Resignations:** Birchie Aquino, Josephine Aquino, Patrick Aquino, David Arteaga, Paula Figgs, L. Blake Freeland, Allison Gough, Beh Meh, Jacob Seyferth, Curtis Wedel

**Appointments:** Roque Alferez, Carleen Bercero, Shayne Esquillo, Elisheba Natividad, Jasper Partin, Marites Rapas, Nica Requilme, Rosmarie Rizon, Joseph Rosas,

Transfers:

- Becky Alexander – from kindergarten position at Georgia Matthews Elementary School to instructional coach position at Georgia Matthews Elementary School, Alta Brown Elementary School, and Garden City Achieve effective for the 2024-25 academic year.
- Stephanie Arteaga – from first grade position at Abe Hubert Elementary School to social studies/science position at Bernadine Sitts Intermediate Center effective for the 2024-25 academic year.
- Amy Cospers – from instructional coach position at Garden City High School to administrator TOSA position at Garden City High School effective for the 2024-25 academic year.
- Nicole Fuchs – from third grade position at Abe Hubert Elementary School to fourth grade position at Abe Hubert Elementary School effective for the 2024-25 academic year.
- Bethany Howard – from adaptive/interrelated position at Garden City High School to vocational special education position at Garden City High School effective for the 2024-25 academic year.
- Violet Johnson – from music instrumental band position at Horace Good Middle School and Kenneth Henderson Middle School to athletic TOSA position at Horace Good Middle School effective for the 2024-25 academic year.
- Sarah Neeb – from kindergarten position at Victor Ornelas Elementary School to third grade position at Victor Ornelas Elementary School effective for the 2024-25 academic year.
- Stacy Oller – from fifth/sixth English language arts position at Plymell Elementary School to fourth grade position at Plymell Elementary School effective for the 2024-25 academic year.
- Sara Sanders – from second grade position at Florence Wilson Elementary School to art position at Florence Wilson Elementary School and Buffalo Jones Elementary School effective for the 2024-25 academic year.
- Jennifer Simmons – from first grade position at Victor Ornelas Elementary School to kindergarten position at Victor Ornelas Elementary School effective for the 2024-25 academic year.
- Andrea Stevenson – from third grade position at Gertrude Walker Elementary School to social studies/science position at Bernadine Sitts Intermediate Center effective for the 2024-25 academic year.
- Juan Vicente-Ramos – from school counselor position at Garden City High School to social worker position with building to be determined effective for the 2024-25 academic year.
- Amber Vigil – from fourth grade position at Plymell Elementary School to first grade position at Plymell Elementary School effective for the 2024-25 academic year.

**Position Requests:**

Middle school principals, Brad Springston and Jarrod Stoppel, are requesting to open the following positions effective for the 2024-25 academic year:

- Open .50 music assistant position at Horace Good Middle School
- Open .50 music assistant position at Kenneth Henderson Middle School

Drew Thon, chief human resources officer, is requesting the following position changes effective for the 2024-25 academic year:

- Open 1.0 occupational therapist position
- Close 1.0 occupational therapist assistant position
- Close 1.0 fifth grade position at Bernadine Sitts Intermediate Center

Tracy Leiker, principal at Victor Ornelas Elementary School, is requesting the following position changes effective for the 2024-25 academic year:

- Close 1.0 fourth grade position
- Open 1.0 third grade position

### **Contract Recommendations:**

The following certified staff are recommended for renewal of contract for the 2024-25 academic year:

Abbey, Annjela	Bencomo, Rebekah	Chen, Xing
Aburto, Exna	Bendert, Lauren	Christensen, Michelle
Acker, Sidney	Berg, Heidi	Claro Gonzalez, Rosa
Alexander, Becky	Bevis, Logan	Coash, Honey
Algrim, Carla	Biernacki, Janae	Coffey, Darlene
Algrim, Derek	Biernacki, Maria	Contreras, Danica
Algrim, Dustin	Bjurstrom, Jenny	Cook, Mitchell
Algrim, Jessica	Blake, Megan	Copeland, Eli
Algrim, Jillian	Boaldin, LaRae	Corpuz, Michael
Allred, Lance	Borden, Johnanna	Cosper, Amy
Alvarado, Sylvia	Bowden, Markita	Crandall, Ciara
Alvarez, Miguel	Brager, David	Creeden, Shirley
Alvarez, Sarai	Brandt, Aimee	Crook, Natalie
Amos, Alyson	Brandt, Rebecca	Cruz, Dema
Anaya Alarcon, Jose	Brimm, Buffi	Cruz, Mark Shera
Anderson, Amy	Brown, Jana	Cundiff, Heidi
Anderson, Angela	Brown, Lisa	Currin, Kimberly
Anderson, Lynnlea	Brown, Sara	Curtis, Hannah
Arambula Rascon, Valeria	Brungardt, Megan	Dabajo, Ludmilla
Arellano, Emily	Buehler, Alysyan	Darter, David
Armstrong, Jennifer	Burnfin, James	Daugaard, Kaylene
Arteaga, Amy	Burnfin, Rebecca	Davis, Linda
Arteaga, Stephanie	Bussen, Kristopher	De La Cruz, Matt Judson
Arvizu, Teresa	Butcher, Kelly	De La Rosa, Vita
Ayala, Madison	Cady, Brett	Dechant, Amber
Bach, Joseph	Cady, Lisa	Decius, Carrie
Bailey, Nathaniel	Calderon, Amy	Delehant, Desiree
Bailey, Trista	Calvin, Katrina	DeLeon, Mary
Baker, Paula	Carr, Kristine	Delgado, Dan
Barrett, Melissa	Carrasco, Perla	Dennis, Breann
Basilio, Alyssa	Carrillo, Ana	Denton, Angela
Bates-Aronson, Alana	Carrillo, Mary	DeSalvo, Traci
Beard, James	Casados, Antonia	Devgan, Rajneesh
Beaver, Teri	Castaneda Bautista, Ana	Diehl, Aubrie
Becker, Kambra	Castro-Barbosa, Cecilia	Dinkel, Brian
Beckstrom, Tasha	Castro-Barbosa, Norma	Dixon, Marsha
Bellows, Kyra	Chavarria, Marisol	Dizon, Romela

Doherty, Lisa	Haeck, Faithe	Johnson, Rupa
Dortch, Ember	Haggard, Amber	Johnson, Violet
Dougherty, Grace	Hahn, Kaitlin	Jones, Jeroldine
Doull, Megan	Hahn, Kathryn	Juno, Gene
Drees, Seth	Hahn, Melissa	Kalarikkal, Biju Ramanthan
Drubinskiy, Sarah	Hamlin DeLoach, Emily	Kalley, Satvinder
Dubois, Karen	Hamlin, Brynne	Karlin, Zachary
Duncan, Chris	Hammond, Brandon	Keiss, Katelyn
Dunlap, Jeffrey	Hammond, Stephanie	Keiss, Tyler
Dvorak, Dale	Hammond, Travis	Kendrick, Kayla
Edwards, Jay	Hanes, Samuel	Kennedy, Amanda
Elchuck, Isabel	Harder, Brenda	Kennedy, Jan
Elliot, Libby	Harman, Kelly	Kennemer, Jana
Elliott, Diane	Harmon, Linda	Kent, James
Erives, Maria	Harris, Amy	Ketterling, Shelby
Espino, Ana	Harris, Cheryl	Kinyon, Kelly
Estrada, Rosita	Hauschild, Ashlie	Kipp, Kaylee
Falor, Jessica	Hauschild, Barbara	Kirk, Rebecka
Fick, Catherine	Hayes, Molly	Kitch, Danica
Fisher, Brandon	Hayes, Skylar	Kitch, Lucy
Fisher, Kimberly	Heiman, Traci	Knechtel-Steinle, Katie
Fitzsimmons, Nicole	Hemmert, Sheena	Kneeland, Heather
Flores, Julisa	Henningsen, Kayla	Knight, Roni
Ford, John	Henningsen, Trevor	Knoll, Lana
Ford, Megan	Hensley, Melissa	Koehn, Angela
Ford, Sharon	Hernandez, Marisela	Koehn, Rocio
Foster, Savannah	Hernandez, Samantha	Konrade, Natalie
Freeland, Kimberly	Hernandez-Martinez, Alberto	Kott, Danielle
Fuchs, Nicole	Herrera, Martha	Kreutzer, Kimberly
Garcia, Daniella	Hill, Brian	Kristalyn, Hallie
Garcia, Olivia	Hill, Kimberly	Kuhlman, Brittney
Gardiner, Monica	Hill, Michael	Lamb, Kyler
Gerber, Kelly	Hilt, Alice	Lamm, Jerica
Gere, Sarah	Hilt, Robyn	Lappin, Paul
Gerstberger, Amber	Hipp, Kylee	Lappin, Tonya
Gibson, Glenda	Hoff, Ericka	Leon, Dora
Gil, Tyrone	Holguin, Carady	Leonard, Tessa
Glass, Scott	Hopkins, Dustin	Leroux, Paige
Gonzales, Marissa	Horsch, Joni	Ligan, Christopher
Gottspomer, Asa	Howard, Bethany	Limberg, Devin
Goytia, Sandra	Hurd, Ashley	Linenberger, Kevin
Graham, Dawn	Ibarra Arreguin, Laura	Linenberger, Krista
Greene, Mindy	Jackson, Darla	Lingenfelter, Joy
Greenlee, Matthew	Janas, Maricela	Linville, Kay
Greenlee, Taryn	Jenkins, Kelley	Livermore, Torie
Griffin, Amy	Jeter, Nicole	Lofquist, Jessica
Gude, Katie	Johnson, Amanda	Lollar, Kristyn
Gum, Suzanne	Johnson, Dana	Long, Karan
Gutierrez Mendoza, Fabiola	Johnson, Jana	Lopez Rodriguez, Ammi
Guymon, Mary	Johnson, Mellaina	Lopez, Alexander

Lopez, Shirley  
Loya, Juana  
Lumacang, Mary Rose  
Luna, Morgan  
Lynch, Steven  
Madera, Lorena  
Madilo, Alberto  
Madilo, Stella  
Main, Courtney  
Maldonado, Elisabeth  
Mangulabnan, Juvy  
Mann, Kellie  
Manzano, Jimmie  
Marchant, Elizabeth  
Marquez, Cara  
Marsh, Cynthia  
Martinez, Abigail  
Martinez, Beatriz  
Martinez, Brenda  
Martinez, Cynthia  
Martinez, Laura  
Martinez, Maria  
Martinez-Blackwell, Madelyn  
Martinez-Rojo, Crystal  
Mayfield, Elaine  
Mayfield, Jill  
McCallum, Ramona  
McColloch, Heather  
McGowan, Cathy  
Meinzer, Tracy  
Meng, Jennifer  
Meng-Garcia, Erica  
Mesa, Mershawn  
Meyer, Micha  
Meza, Veronica  
Mikkelson, Kathryn  
Miller, Andrea  
Miller, Jacob  
Miller, Kyra  
Miller, Summer  
Miner, Amanda  
Mitchell, Heather  
Moll, Lucas  
Moore, Jordyn  
Moore, Lexie  
Moore, Mitchell  
Moore, Tamillia  
Moorman, Kathleen  
Moquett, Katrina  
Moreno, Andrea  
Morton, Mary Lynn  
Moser, Carrie  
Munoz, Juliana  
Murray, Wendy  
Murrell, Donald  
Myatt, Kelly  
Neeb, Brandon  
Neeb, Sarah  
Negron, Josue  
Nelson, Brian  
Nelson, Darci  
Neufeld, Katy  
Newsome, Michelle  
Nguyen, Hieu  
Nichols, Kip  
Nichols, Kristi  
Niedomys, Elizabeth  
Nordby, Kristi  
Novack, Brett  
Nunez, Jenna  
Ochampaugh, Kathryn  
Ochampaugh, Kevin  
Olinger, Alexander  
Oller, Stacy  
Oman, Kathryn  
Orozco, Sarah  
Ortega, Cecilia  
Ortiz, Anthony  
Ortiz, Judith  
Ortiz, Laura  
Ortiz, Leginia  
Ortiz, Sahyra  
Pahls, Laura  
Pak, Carrie  
Palmer, Anita  
Pammenter, Karla  
Parker, Tatum  
Partin, Ashley  
Partin, Kimberly  
Partin, Ryan  
Pearson, Sydney  
Peitz Carroll, Patricia  
Perea, Gilbert  
Perez, Holli  
Perez, Kevin  
Perez, Michelle  
Phitsanoukanh, Sompathana  
Pinchon, Jessie  
Plude, Gregory  
Plude, Rebecca  
Potts, Amber  
Potts, Andrew  
Powell, Linda  
Powers, Ashley  
Prieto, Carlos  
Purdy, Sharon  
Quintanar, Maria  
Radke, Michael  
Ramirez Jr, Wilfredo  
Ramirez, Alicia  
Ramirez, Michelle  
Rascon, Belinda  
Rassette, Aaron  
Rassette, Pearl  
Ravichagua Varillas, Miriam  
Reich, Justin  
Reich, Paige  
Reif, Emma  
Reyes, Veronica  
Rico, Arely  
Ridder, Traci  
Riggle, Melissa  
Rios, Manuel  
Rivas, Klelia  
Roberts, Ross  
Robinson, Jackie  
Rodriguez-Garcia, Rosa  
Romero, Angelica  
Rotenberger, Haley  
Rubio, Grecia  
Rude, Melany  
Ruiz, Concepcion  
Rundell-Biernacki, Celeste  
Runnion, Garrett  
Russo, Nicole  
Saddler, Jessica  
Sanchez, Maribel  
Sanders, Sara  
Santos, Maria  
Sauer, Joshua  
Saul, Katherine  
Scheffer, Chelsea  
Scheib, Chelsea  
Schnaithman, Jamie  
Schneider, Jane  
Schneider, Mitchell  
Schwartz, Lisa  
Sekavec, Dale  
Selvas, Angelica  
Seyferth, Jacob

Shannon, Kelsi  
Shoffner, Katelyn  
Short, Caleb  
Shrimplin, Breckan  
Shrimplin, Sarah  
Simmons, Jennifer  
Skinner, Cheston  
Skipton, Brooklen  
Sleep, Randall  
Smith, Eric  
Smith, George  
Smith, Lori  
Smith, Shane  
Smithson, Norman  
Sobba, Andrea  
Solis, Anne  
Solis, Maria  
Solorzano Aguirre, Miriam  
Sotelo, Caitlin  
Sotelo-Serrano, Lupita  
Soto, Rhonda  
Soukup, Ryli  
Spangler, Michelle  
Steinert, Cayla  
Stephens, Donna  
Stevenson, Andrea  
Stoppkotte, Ariel  
Strecker, Janna  
Strecker, Kristie  
Strickert, Sydney  
Stucky, Stacy  
Suderman, Megan  
Swedberg, Luke  
Swenson, Alisa  
Terpstra, Wendi  
Terrazas, Sandra  
Terrazas-Leyva, Brenda  
Thiesen, Andrew  
Thomas, Kayla  
Thompson, Kelsey  
Thompson, Madison  
Thompson, Mechele  
Thompson, Michelle  
Thon, Kristen  
Tidwell, Russell  
Tonche, Anabel  
Unger, Katrina  
Unruh, Kerry  
Urrutia, Ana  
Vainerere, Amy  
Valerio, Isidro  
Valerio, Yudith  
Valles, Juliana  
Van Savage, Mark  
Vargas, Jodi  
Vega, Rocio  
Velandar, Eric  
Vera, Lupe  
Veyza, Viky  
Vicente-Ramos, Juan  
Vigil, Amber  
Villa, Maricela  
Vital Caro, Jose  
Vital, Kelly  
Wadel, Tessa  
Waller, Jacob  
Walsh, Laura  
Waltz, Candace  
Walz, Barbara  
Watson, Hillary  
Weaver, Tammi  
Wehkamp, Alisha  
Wehkamp, Skyla  
Wells-Woods, Michelle  
West, Brandi  
Wheaton, Brent  
White, Maryjane  
Whitley, Christina  
Wick, Stephanie  
Wilson, Nancy  
Wise, Sarah  
Woods, Theresia  
York, Tara  
Younkman, Kristina

The following certified staff are recommended for non-renewal of contract for the 2024-25 academic year:

- Angela Donovan
- Allan Garcia
- Maritza Guerrero
- Adrienne Lobmeyer
- Reymundo Moya Gudino
- Rosalba Ramos

**G.3.b.Classified**

Retirements: Suzanne M. Corbett, Glenn Freeman Hernandez, Dianne D. Geist, Roxie Schafer, Edith Wyatt

Terminations: Blance E. Castillo

Resignations: Brenda Mae Bates, Ada Chanthavong, Julieta Corpus Ochoa, Olivia Galpin, Savannah Garcia, Julia Irsik, Jamie Lee Kingston, Estephanie Terrazas-Ramirez

Assignments: Lauren Harley

Transfers:

- Diana Gaucin from Small Fleet Driver at Transportation to Substitute Driver - Transportation

Other: Michael Burns, Director of Transportation, is requesting approval of a Temporary Driver Agreement with Lauren Harley.

**H.UNFINISHED BUSINESS**

H.1.The Board of Education is asked to consider and approve a design by ICE Engineers for the Abe Hubert HVAC system replacement - \$127,500.00 - Josh Guymon, Assistant Superintendent

That the Board of Education table the discussion. This motion, made by Robin Bergkamp and seconded by Randy Ralston, Carried.

- Bergkamp: Yea
- Fahrmeier: Yea
- Gigot: Yea
- Haeck: Yea
- Hinde: Yea
- Ralston: Yea
- Wiese: Yea
- Yea: 7, Nay: 0

**I.NEW BUSINESS**

I.1. City of Garden City Projected Growth Presentation - Matt Allen, City Manager, presented information on the projected growth of Garden City or the immediate area of Garden City. He stated that the city has a goal of 4,000 new housing units by the year 2030.

Board members' questions were answered.

I.2.City of Garden City Easement Requests - Mike Muirhead, Director of Public Works and Utilities Mike Muirhead, Director of Public Works and Utilities for the City presented requests for easements by Garden City High School for a water line and a sanitary sewer line.

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

I.3.The Board of Education is asked to consider and approve a quote for purchase of custodial equipment - Pur-O-Zone - State Contract in the amount of \$104,526.86 - Josh Guymon, Assistant Superintendent

Board members' questions were answered.

That the Board of Education approve the purchase from Pur-O-Zone as presented. This motion, made by Andy Fahrmeier and seconded by Nathan Haeck, Carried.

Bergkamp: Yea

Fahrmeier: Yea

Gigot: Yea

Haeck: Yea

Hinde: Yea

Ralston: Yea

Wiese: Yea

Yea: 7, Nay: 0

## J.BOARD OPEN DISCUSSION

**Robin Bergkamp** stated that she appreciated all the people that came and spoke in public during the public comment portion of the meeting.

**Nathan Haeck** stated that he also appreciated all the comments and the feedback, and that he has had many meetings with different people in the community and he appreciates the openness and willingness to share ideas and that it is also important that the Board keeps looking at the bigger picture. He stated that going forward, they need to remember that everybody is important and significant. He stated he appreciated the recognitions and the students being here and the positivity and that the schools are doing great things.

**Mark Hinde** stated that he appreciated the input that was received from folks tonight. The stated that we have information from both the City and RSP and that the Board needs to reconcile that and figure out what is best for the students and the community.

**Jackie Gigot** stated that it was nice to have so many people at the meeting tonight showing their investment.

**Randy Ralston** stated that he agreed with Jackie and that it's nice to see everybody, it stated that it is always nice to see people take ownership with their community in their schools, and that he appreciates the comments.

**Andy Fahrmeier** stated that he wanted to thank everyone serving on the Boundary Study Committee, he stated that the committee of 50 members, with 30-40 attending each meeting were tasked with the topic of a boundary study and with grade reconfiguration entering the conversation the process was expanded and more meetings were added for that purpose. He also stated that what he personally would like to see out of the committee is an overarching view of where they would like to see the district land and what the future of USD 457 looks like on every level.

**Dr. Dominguez** stated that he would like to thank the Board and the City for their efforts and the community for coming in and stated that they have to stay the course. The stated the work by the high school students was amazing and the Georgia Matthews Presentation shows that the district is doing well.

**John Wiese** stated that he agreed with all the comments. He stated that he wanted to thank the staff as

well for their extra work relaying communications from the public as well as answering questions from the board and going above and beyond the normal daily duties.

**K.NEXT BOARD MEETING**

*The next regular meeting of the Board of Education will take place on May 6, 2024, at 6:00 P.M. in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.*

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

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

Mr. President, I move we go into executive session for 20 minutes, to discuss negotiations for the 2024-25 school year pursuant to the exception for employer-employee negotiations under KOMA, beginning at 8:15 p.m. and the open meeting will resume in the Board Meeting Room at 8:35 P.M. I would like to invite Dr. Dominguez, Josh Guymon, Drew Thon and Jessica Nothern to join us in executive session. This motion, made by Jackie Gigot and seconded by Randy Ralston, Carried.

Bergkamp: Yea  
Fahrmeier: Yea  
Gigot: Yea  
Haeck: Yea  
Hinde: Yea  
Ralston: Yea  
Wiese: Yea  
Yea: 7, Nay: 0

L.2.Personnel matters for non-elected personnel.

Mr. President, I move we go into executive session for 30 minutes, to discuss a personnel matter pursuant to non-elected personnel exception under KOMA, to discuss an individual employee's performance, beginning at 8:40 P.M. and the open meeting will resume in the Board Meeting Room at 9:10 P.M. This motion, made by Jackie Gigot and seconded by Mark Hinde, Carried.

Bergkamp: Yea  
Fahrmeier: Yea  
Gigot: Yea  
Haeck: Yea  
Hinde: Yea  
Ralston: Yea  
Wiese: Yea  
Yea: 7, Nay: 0

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

That the Board of Education extend the executive session for 15 minutes beginning 9:10 P.M. and the open meeting will resume at 9:25 P.M. This motion, made by John Wiese and seconded by Randy Ralston, Carried.

Fahrmeier: Yea  
Hinde: Yea  
Ralston: Yea  
Wiese: Yea  
Yea: 4, Nay: 0

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

That the Board of Education extend the executive session for 15 minutes beginning 9:25 P.M. and the open meeting will resume at 9:40 P.M. This motion, made by Nathan Haeck and seconded by Randy Ralston, Carried.

Fahrmeier: Yea  
Haeck: Yea  
Ralston: Yea  
Wiese: Yea  
Yea: 4, Nay: 0

Board members returned to the Board Meeting Room at 9:40 P.M. and the meeting resumed.

**M.ACCOUNTS PAYABLE REVIEW** - Andy Fahrmeier and Jackie Gigot

**N.ADJOURNMENT**

That the Board of Education meeting be adjourned at 9:43 P.M. This motion, made by Nathan Haeck and seconded by Randy Ralston, Carried.

Bergkamp: Yea  
Fahrmeier: Yea  
Gigot: Yea  
Haeck: Yea  
Hinde: Yea  
Ralston: Yea  
Wiese: Yea  
Yea: 7, Nay: 0

Respectfully submitted,

Approved:

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Jennifer Ramos, Clerk

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John Wiese, President



**\*DRAFT\* MINUTES \*DRAFT\***

# Special Board of Education Meeting Garden City Public Schools USD 457

**Monday, April 22, 2024 - 6:00 PM**

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

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The Board of Education of Garden City USD 457 met for a Special meeting on Monday, April 22, 2024, at 6:00 PM in the Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846.

Board members present were Andy Fahrmeier; Jackie Gigot; John Wiese; Mark Hinde; Nathan Haeck; Randy Ralston; Robin Bergkamp. Joining board members at the conference table was Superintendent, Dr. Mike Dominguez. Also in attendance were Dr. Maria Gomez-Rocque, Deputy Superintendent; Jessica Nothern, Chief Financial Officer; and Drew Thon, Chief Human Resources Officer.

John Wiese called the meeting to order at 6:00 PM. The meeting opened with the Pledge of Allegiance.

**A.RSP BOUNDARY STUDY AND RECONFIGURATION DISCUSSION** – The Board had a round table discussion on the current Boundary Study and Reconfiguration possibilities.

**B.BOARD OPEN DISCUSSION** – The Board members discussed the next District Site Council/Boundary Study meeting and shared final comments.

## **C.ADJOURNMENT**

That the Board of Education meeting be adjourned at 7:36 P.M. This motion, made by Randy Ralston and seconded by Mark Hinde, Carried.

Bergkamp: Yea

Fahrmeier: Yea

Gigot: Yea

Haeck: Yea

Hinde: Yea

Ralston: Yea

Wiese: Yea

Yea: 7, Nay: 0

Respectfully submitted,

Approved:

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Jennifer Ramos, Clerk

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John Wiese, President



**\*DRAFT\* MINUTES \*DRAFT\***

# **Special Board of Education Meeting Garden City Public Schools USD 457**

**Tuesday, April 30, 2024 - 7:30 AM**

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

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The Board of Education of Garden City USD 457 met for a Special meeting on Tuesday, April 30, 2024, at 7:30 A.M. in the Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846.

Board members present were Jackie Gigot; John Wiese; Mark Hinde; Nathan Haeck; Randy Ralston; Robin Bergkamp. Andy Fahrmeier was absent. Joining board members at the conference table was Superintendent, Dr. Mike Dominguez. Also in attendance were Dr. Maria Gomez-Rocque, Deputy Superintendent; Josh Guymon, Assistant Superintendent; Jessica Nothern, Chief Financial Officer; and Drew Thon, Chief Human Resources Officer.

John Wiese called the meeting to order at 7:30 A.M. The meeting opened with the Pledge of Allegiance.

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

## **B.Approval of enrollment capacities for the 2024-25 school year.**

The enrollment projections and projections for open spots for enrollment of out of district students for the 24-25 school year were presented to the Board. State statute and our policy requires that the Board take action on or before May 1<sup>st</sup> to approve the openings.

Board member's questions were answered and the following motion took place.

That the Board of Education approve the recommended enrollment capacities for the 2024-25 school year as presented.

This motion, made by Nathan Haeck and seconded by Jackie Gigot, Carried.

Bergkamp: Yea

Gigot: Yea

Haeck: Yea

Hinde: Yea

Ralston: Yea

Wiese: Yea

Yea: 6, Nay: 0

## **C.ADJOURNMENT**

The Board of Education meeting be adjured at 7:42 A.M. This motion, made by Robin Bergkamp and seconded by Mark Hinde, Carried.

Bergkamp: Yea  
Gigot: Yea  
Haeck: Yea  
Hinde: Yea  
Ralston: Yea  
Wiese: Yea  
Yea: 6, Nay: 0

Respectfully submitted,

Approved:

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Ana Tena, Deputy Board Clerk

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John Wiese, President

BOARD OF EDUCATION  
**Certified Personnel Actions**  
May 6, 2024

**RESIGNATIONS:**

Kelly Gerber, administrator TOSA at Florence Wilson Elementary School and Victor Ornelas Elementary School, is submitting her letter of resignation effective June 4, 2024.

Barbara Hauschild, long term substitute support facilitator at Alta Brown Elementary School, is submitting her letter of resignation effective May 24, 2024.

Jeroldine Jones, adaptive/interrelated teacher at the Therapeutic Education Program, is submitting her letter of resignation effective May 24, 2024.

Brett Novack, art teacher at Horace Good Middle School, is submitting his letter of resignation effective May 24, 2024.

Manuel Rios, adaptive/interrelated teacher at Alta Brown Elementary School, is submitting his letter of resignation effective May 24, 2024.

Brandi West, science teacher at Garden City Achieve, is submitting her letter of resignation effective May 24, 2024.

**APPOINTMENTS:**

Vanessa Contreras, Liberal, Kansas, is recommended for a third grade position at Florence Wilson Elementary School effective for the 2024-25 academic year. She has seven years' experience.

Alyssa Greenlee, Holcomb, Kansas, is recommended for a social worker position with building to be determined effective for the 2024-25 academic year. She has two years' experience.

Aleecya Meinert, Garden City, Kansas, is recommended for an art position at Charles Stones Intermediate Center effective for the 2024-25 academic year. She has three years' experience.

Elizabeth Meyer, Sublette, Kansas, is recommended for a vocational agriculture position at Garden City High School effective for the 2024-25 academic year. She has four years' experience.

Wisley Rait, Beaumont, Texas, is recommended for a second grade position at Gertrude Walker Elementary School effective for the 2024-25 academic year. He has ten years' experience.

Sindy Reyes, Garden City, Kansas, is recommended for a social worker position with building to be determined effective for the 2024-25 academic year. She is a first year social worker.

Rica Rosas, Quezon City, Philippines, is recommended for a science position at Garden City High School effective for the 2024-25 academic year. He has ten years' experience.

**TRANSFERS:**

Becky Alexander – from kindergarten position at Georgia Matthews Elementary School to instructional coach position at Georgia Matthews Elementary School / Alta Brown Elementary School / Garden City Achieve.

Jose Anaya-Alarcon – from ESL social studies position at Garden City High School to ESL English language arts position at Garden City High School.

Lynnlea Anderson – from library media specialist position at Charles Stones Intermediate Center to read 180 position at Charles Stones Intermediate Center.

Perla Carrasco – from vocal music/instrumental position at Abe Hubert Elementary School to instrumental band position at Horace Good Middle School.

Kelly Harman – from social studies/science position at Bernadine Sitts Intermediate Center to social studies position at Kenneth Henderson Middle School.

Carady Holguin – from visually impaired position at Garden City High School to adaptive/interrelated position at Garden City High School.

Bethany Howard – from adaptive/interrelated position at Garden City High School to vocational special education position at Garden City High School.

Shelby Ketterling – from second grade position at Gertrude Walker Elementary School to adaptive/interrelated position at the Therapeutic Education Program.

Heather Kneeland – from ESL English language arts position at Garden City High School to English language position at Garden City Achieve.

Brittney Kuhlman – from science position at Garden City High School to administrator TOSA position at Bernadine Sitts Intermediate Center and Charles Stones Intermediate Center.

Laura Martinez – from first grade position at Buffalo Jones Elementary School to first grade position at Florence Wilson Elementary School.

Kelly Myatt – from kindergarten position at Victor Ornelas Elementary School to science position at Garden City Achieve.

Kathryn Ochampaugh – from vocal music position at Charles Stones Intermediate Center to kindergarten position at Georgia Matthews Elementary School.

Rebecca Plude – from second grade position at Abe Hubert Elementary School to third grade position at Georgia Matthews Elementary School.

Justin Reich – from physical education position to administrator TOSA position at Florence Wilson Elementary School and Victor Ornelas Elementary School.

#### **CONTRACT RECOMMENDATIONS:**

Recommending that Josefina Saenz' contract status be changed from non-renewal to renewal effective for the 2024-25 academic year due to licensure resolution. She will be placed in a first-grade position at Victor Ornelas Elementary School.

Adoption of final resolution to non-renew contract:

Angela Donovan	Adrienne Lobmeyer
Allan Garcia	Reymundo Moya Gudino
Maritza Guerrero	Rosalba Ramos

**POSITION REQUESTS:**

Jill Reagle, principal at Jennie Wilson Elementary School, is requesting the following position changes due to projected enrollment:

- Close 1.0 transitional kindergarten position
- Open 1.0 first grade position

Bryan Kott, principal at Georgia Matthews Elementary School, is requesting the following position changes due to projected enrollment:

- Close 1.0 second grade position
- Open 1.0 third grade position

Julie Koerperich, principal at Alta Brown Elementary School, is requesting to open 1.0 fourth grade position due to projected enrollment.

Drew Thon, chief human resources director, is requesting the following position changes:

- Open 1.0 library media position at Alta Brown Elementary School
- Open 1.0 library media position at Buffalo Jones Elementary School
- Open 1.0 library media position at Georgia Matthews Elementary School
- Open 1.0 library media position at Gertrude Walker Elementary School
- Close 1.0 library media position at Charles Stones Intermediate Center

Gina Galpin, special education director at the Educational Support Center, is requesting the following position changes:

- Close 1.0 adaptive/interrelated position at Garden City High School
- Open 1.0 adaptive/interrelated position at Kenneth Henderson Middle School

BOARD OF EDUCATION

**Addendum to Certified Personnel Actions**

May 6, 2024

**RESIGNATION:**

Rosita Estrada, fourth grade teacher at Georgia Matthews Elementary School, is submitting her letter of resignation effective May 24, 2024.

**APPOINTMENTS:**

Brooke Bayer, Scott City, is recommended for long-term substitute support facilitator position at Alta Brown Elementary School effective for the 2024-25 academic year. She has fifteen years' experience.

Matthew Bayer, Scott City, is recommended for associate principal/athletic director position at Garden City High School effective for the 2024-25 academic year. He has nine years' administrator experience.

**TRANSFERS:**

Samantha Hernandez – from art position at Alta Brown Elementary School to school psychologist position at Victor Ornelas Elementary School.

Andrew Potts – from science position at Kenneth Henderson Middle School to science position at Garden City High School.

**POSITION REQUESTS:**

Lucas Sullivan, principal at Garden City Achieve, is requesting to open .50 art position effective for the 2024-25 academic year.

Drew Thon, chief human resources officer, is requesting the following positions effective for the 2024-25 academic year:

- Close 1.0 fifth grade position at Bernadine Sitts Intermediate Center.
- Open 1.0 activity facilitator position at Garden City High School.

BOARD OF EDUCATION  
**Classified Personnel Actions**

May 6, 2024

<b>RETIREMENTS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Lorenza Guerrero	Custodian II: Head Custodian	Edith Scheuerman Elementary School	6/28/24
Maria D. Ortega	Special Education Paraprofessional: Para I	Georgia Matthews Elementary School	5/23/24

<b>TERMINATIONS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Serenity R. Cagle	Special Education Paraprofessional: Para II Rise Room	Charles O. Stones Intermediate Center	4/16/24
Angela Labrier	Administrative Secretary of Staff Development	Educational Support Center	4/25/24
Catherine Ann Woody	Special Education Paraprofessional II: Rise Room	Edith Scheuerman Elementary School	4/24/24

<b>RESIGNATIONS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Monique R. Gallegos	Bus Driver	Transportation	4/11/24
Maria Del Refugio Gonzalez	Nutrition Asst.: Nutrition I	Garden City High School	4/24/24
Karson Harrington	Special Education Paraprofessional 1:1-Para II	Georgia Matthews Elementary School	5/23/24
Heather L. Nonhof	Office Assistant II: Registrar	Kenneth Henderson Middle School	5/24/24

<b>ASSIGNMENTS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Icy Butler	Administrative Specialist I: Special Education	Educational Support Center	4/22/24
Sarah Crotinger	Administrative Specialist II: Business Office Accounts Payable	Education Support Center	5/1/24
Alejandra Gutierrez	Special Education Paraprofessional I	Georgia Matthews Elementary School	4/29/24
Yecenia Tena-Meza	Small Fleet Driver	Transportation	4/29/24

Brittany Vasquez	Special Education Paraprofessional 0.5: Para I	Victor Ornelas Elementary School	4/29/24
Brittany Vasquez	Special Education Paraprofessional 0.5: Para II	Victor Ornelas Elementary School	4/29/24

<b>TRANSFERS</b>	<b>FROM</b>	<b>TO</b>	<b>DATE</b>
Bertha Arroyo	Nutrition I and Small Fleet Driver: Gertrude Walker Elementary School	Bus Driver Transportation	4/18/24
Diana Gaucin	Sub Bus Driver: Transportation	Bus Driver: Transportation	4/19/24
Norma E. Manjarrez Munguia	Nutrition I: Horace Good Middle School	Nutrition I: Gertrude Walker Elementary School	4/18/24
Aidan Sparks	Sub Bus Driver: Transportation	Bus Driver: Transportation	4/19/24
Mayra Varela	Sub Bus Driver: Transportation	Bus Driver: Transportation	4/19/24
Silvia Villatoro	Small Fleet Driver: Transportation	Bus Driver: Transportation	4/19/24

**OTHER:**

Michael Burn, Director of Transportation, is requesting approval of a Temporary Transportation Driver Agreement with Yecenia Tena-Meza.

**POSITION REQUEST:**

Drew Thon, Chief Officer of Human Resources is requesting the following classified position changes for the 24-25 academic year:

- Open 1.0 library para position at Charles O. Stones Intermediate Center
- Close 1.0 library para position at Alta Brown Elementary School
- Close 1.0 library para position at Buffalo Jones Elementary School
- Close 1.0 library para position at Edith Scheuerman Elementary School
- Close 1.0 library para position at Georgia Matthews Elementary School
- Close 1.0 library para position at Gertrude Walker Elementary School

BOARD OF EDUCATION  
**Classified Personnel Actions Addendum**

May 6th, 2024

<b>RESIGNATIONS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Liliana Rios Cerda	Special Education Paraprofessional: II	Garfield Early Childhood Center	5/23/24
Silvia Ortiz	Nutrition Assistant: I	Charles O. Stones Intermediate Center	5/10/24

<b>ASSIGNMENTS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Anthony Ramirez	Special Education Paraprofessional: II- Rise Room	Victor Ornelas Elementary School	5/6/24

**OTHER:**

Tracy Leiker, Principal at Victor Ornelas Elementary School, is requesting to adjust a Rise Room para position, from a 5 hour position to a full time position to service the needs of the students.

Shane Faurot, Director of Plant Facilities, is requesting to close one custodial position. With that closure is requesting to add a Custodial Office Assistant II position, effective July 1<sup>st</sup>, 2024.

Shane Faurot, Director of Plant Facilities, is requesting to create a new Plumbing Specialist position and close the Maintenance Technician II position, currently held by Rene Esquiviel. This transition would become effective as of July 1<sup>st</sup>, 2024. Shane would also like this job position to be paid at a job grade 30.

Shane Faurot, Director of Plant Facilities, is requesting a job grade code change for the License Carpenter position. This position is currently at a job grade 33 and he is requesting to change it to a job grade 30, effective July 1<sup>st</sup>, 2024, which would make up the difference.

**NOTES:**

Job Descriptions are attached.



# Custodial Office Assistant

<b>Job Title:</b>	Custodial Office Assistant II	<b>Job Grade:</b>	12
<b>Department:</b>	Plant Facilities	<b>FLSA Status:</b>	Non-Exempt
<b>Reports To:</b>	Custodian/Assistant Maintenance Manager		

## Job Purpose and Objectives

The job of Custodial Office Assistant was established for the purpose/s of assisting in supervision of custodial staff, coordinating, training and reviewing the work of custodial staff. The position is accountable for efficient and effective use of assigned staff, supplies, equipment, and time to provide optimum service.

## Responsibilities

Responsibilities include: working under direct supervision using standardized routines; advising purchases within a defined budget for custodial equipment/supplies by completing an inventory of material, supplies, and equipment; plan and conduct comprehensive and organized inspections of all facilities to ensure compliance to quality standards; provide for proper safety and job performance training for custodial employees; assist in the planning, prioritizing, and coordinating of all duties and activities related to custodial services.

## Job Competencies

**Essential Functions** include the following.

- Assist in supervising the activities of Head Custodians, Custodians, Substitute Custodians by using both verbal and written instructions in compliance within the guidelines provided by the Custodial Supervisor, and using independent judgement in instances not covered by the guidelines.
- Ensures that the quality of custodial services meets established guidelines by regularly inspecting the work of custodial personnel and advising any corrective measures be taken when necessary to meet those guidelines.
- Develops an effective team of custodial personnel by training all employees in the proper methods, use of materials, and equipment for safe and efficient work performance.
- Advises the Custodial Supervisor on the condition of district buildings and facilities by conducting regular inspections of those areas and reporting the results of the inspections.
- Participates in meetings, workshops, job fairs, and seminars for the purpose of conveying and gathering information regarding a wide variety of subjects required for custodial related work.
- Prepares a wide variety of complex written materials (e.g., plans, inspection results, analyses, recommendations, inventories).
- Oversees the preventive maintenance of custodial equipment and evaluates condition of said equipment.
- Performs other related duties as assigned for the purpose of ensuring efficient and effective functioning of the work unit.
- Assists with Evaluation Process; yearly and 60-day.
- Coordinates with Plant Facilities Administrative Assistant and Custodial Supervisor for daily scheduling/planning of custodial staff.
- Written documentation as it applies to compliance of duties.

## Position Requirements

**Experience:** Job related experience with increasing levels of responsibility is required. Proficient in Microsoft Office (e.g., Excel, Word, Teams).

**Education:** High school diploma or equivalent. Bilingual preferred.

**Certifications and Licenses:** Valid Driver's License

**Clearances:** Kansas Certification of Health, Criminal Justice Fingerprint/Background Clearance

**KNOWLEDGE** is required to perform algebra and/or geometry; read technical information, compose a variety of documents, and/or facilitate group discussions; and analyze situations to define issues and draw conclusions. Specific knowledge-based competencies required to satisfactorily perform the functions of the job include: safety practices and procedures; custodial methods, supplies, and equipment; review and interpret technical information, write technical materials, and/or speak persuasively to implement desired actions; knowledge of principles of budget control and personnel management; and operation and use of custodial equipment.

**SKILLS** are required to perform multiple, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill-based competencies required to satisfactorily perform the functions of the job include: adhering to safety practices; operating equipment used in the trades; operating standard office equipment including work order management software applications; handling hazardous materials; planning and managing projects; and preparing and maintaining accurate records.

**ABILITY** is required to coordinate and facilitate a number of activities, meetings, and/or events; gather, collate, and/or classify data; communicate clearly, verbally, and in writing; and consider a number of factors when using equipment. Flexibility is required to independently work with others in a wide variety of circumstances; work with data utilizing defined but different processes; and operate and maintain of a variety of hand, power, and other job-related equipment. Problem solving with data frequently requires independent interpretation of guidelines and creating action plans; and problem solving with equipment is moderate. Specific ability-based competencies required to satisfactorily perform the functions of



USD 457

# Custodial Office Assistant

the job include: communicating with diverse groups; providing direction and leadership and knowing when to refer to supervisor; setting priorities; working as part of a team; and adapting to changing priorities.

### Work Environment and Physical Demands

The usual and customary methods of performing the job's functions require the following physical demands: some lifting, carrying, pushing, and/or pulling; some stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity. Generally, the job requires 50% sitting, 30% walking, and 20% standing. The job is performed under minimal temperature variations and in a generally hazard free environment.

### Acknowledgement:

*This job description was reviewed with me and I understand that nothing in this job description restricts the organization's right to assign, reassign or eliminate duties and responsibilities to this job at any time. This job description reflects the organization's assignment of essential functions; it does not prescribe or restrict the tasks that may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. This job description is not intended as a contract of employment, nor to be construed as a guarantee of employment for any specific period of time or any specific type of work. I agree and acknowledge that my employment is "at will" and can be terminated, with or without cause or notice, at any time by the organization or myself.*

Employee Name (Print)	Signature	Date
Department Head (Print)	Signature	Date
Human Resources (Print)	Signature	Date

Revision History			
Revision #	Revision Author	Date	Description of Revision(s)
.00			
.01			
.02			
.03			
.04			
.05			



# Plumbing Specialist

Job Title:	Plumbing Specialist	Job Grade:	30
Department:	Plant Facilities	FLSA Status:	Non-Exempt
Reports To:	Maintenance Manager		

## Job Purpose and Objectives

The job of Plumbing Specialist was established for the purposes of servicing, troubleshooting, and maintaining the District’s Plumbing Systems in a safe operating condition; addressing immediate operational and/or safety conditions, assisting other skilled trades; and ensuring the availability necessary materials, equipment and tools. The Plumbing Specialist serves as a resource for Plant Facilities and Nutrition as necessary.

## Responsibilities

Responsibilities include: working independently and under supervision to maintain all plumbing systems within the schools; plans, layouts, troubleshoots and repairs pipes, fittings and fixtures of heating, water and drainage systems; conducts comprehensive and organized inspections of all facilities to ensure compliance to quality and safety standards.

## Job Competencies

**Essential Functions** include the following.

- Study building plans and working drawings to determine work aids required and sequence of installations
- Inspect structure to ascertain obstructions to be avoided to prevent weakening of structure resulting from installation of pipe
- Locate and mark position of pipe and pipe connections and passage holes for pipes in walls and floors
- Cut openings in walls and in floors to accommodate pipe and pipe fittings
- Cut and thread pipe
- Bend pipe to required angle by use of pipe bending machine or by hand
- Assemble and install valves, pipe fittings and pipes composed of metals, such as iron, steel, brass, and lead, and non-metals, such as glass and plastic
- Join pipes by use of screws, bolts, fittings, solder, plastic solvent and caulk joints
- Fill pipes with water or air and reads pressure gauges to determine whether systems is leaking
- Install and repair plumbing fixtures such as sinks, toilets, water heaters, hot water tanks, garbage disposal units, dishwashers and water softeners
- Repair and maintain plumbing by replacing washers in leaky faucets, mending burst pipes and opening clogged drains
- Understand pneumatic controls and thermostats, conventional heating systems, mechanical operations, water and circulation pipes
- Able to work off of blue prints and calculate cost of materials for District plumbing projects.
- Service, repair and replace hot water systems, air compressors, pumps, uni-vents, steam and hot water coils and drinking fountains
- Service and repair all kitchen appliances

## Position Requirements

**Experience:** Minimum two years of commercial/residential maintenance and repair

**Education:** High school diploma or equivalent

**Certifications and Licenses:** Valid Driver’s License & Evidence of Insurability

**Clearances:** Kansas Certification of Health Criminal Justice Fingerprint/Background Clearance

**KNOWLEDGE** is required to perform algebra and/or geometry; is required to perform algebra and/or geometry; read technical information, compose a variety of documents, and/or facilitate group discussions; and analyze situations to define issues and draw conclusions. Specific knowledge-based competencies required to satisfactorily perform the functions of the job include: safety practices and procedures; maintenance programs, state and federal requirements regarding maintenance at school sites; and codes, regulations and laws related to the job functions.

**SKILLS** are required to perform multiple, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill-based competencies required to satisfactorily perform the functions of the job include: adhering to safety practices; applying pertinent codes, policies, regulations and/or laws; operating equipment used in the trades; operating standard office equipment including pertinent software applications; handling hazardous materials; planning and managing projects; and preparing and maintaining accurate records.

**ABILITY** is required to gather, collate, and/or classify data; and consider a number of factors when using equipment. Flexibility is required to independently work with others in a wide variety of circumstances; work with data utilizing defined but different processes; and operate equipment using a variety of processes. Ability is also required to work with a significant diversity of individuals and/or groups; work with a variety of data; and utilize a variety of job-related equipment. Problem solving is required to analyze issues and create action plans. Problem solving with data frequently requires independent interpretation of guidelines; and problem solving with equipment is significant. Specific ability-based



# Plumbing Specialist

competencies required to satisfactorily perform the functions of the job include: communicating with diverse groups; setting priorities; working as part of a team; and adapting to changing priorities.

**Work Environment and Physical Demands**

The usual and customary methods of performing the job's functions require the following physical demands regularly exposed to moving mechanical parts and risk of electrical shock. The employee is frequently exposed to wet and/or humid conditions; high, precarious places; outside weather conditions; and vibration. The employee is occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, and explosives. The noise level in the work environment is usually loud. While performing the duties of this job, the employee is regularly required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; and stoop, kneel, crouch, or crawl. The employee frequently is required to climb or balance. The employee is occasionally required to sit, talk or hear, and taste or smell. The employee must frequently lift and/or move up to 100 pounds and occasionally lift and/or move more than 100 pounds.

**Acknowledgement:**

*This job description was reviewed with me and I understand that nothing in this job description restricts the organization's right to assign, reassign or eliminate duties and responsibilities to this job at any time. This job description reflects the organization's assignment of essential functions; it does not prescribe or restrict the tasks that may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. This job description is not intended as a contract of employment, nor to be construed as a guarantee of employment for any specific period of time or any specific type of work. I agree and acknowledge that my employment is "at will" and can be terminated, with or without cause or notice, at any time by the organization or myself.*

Employee Name (Print)	Signature	Date
Department Head (Print)	Signature	Date
Human Resources (Print)	Signature	Date

Revision History			
Revision #	Revision Author	Date	Description of Revision(s)
.00			
.01			
.02			
.03			
.04			
.05			

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Madison Thompson, Parents as Teachers Coordinator  
**DATE:** May 6, 2024  
**RE:** Parents as Teachers Yearly Presentation

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### **ISSUE:**

Parents as Teachers will present an annual review for the grant year 2023-2024.

### **BACKGROUND:**

As part of our ongoing kindergarten readiness efforts, USD 457 provides Universal home visiting services through Parents as Teachers. At its core, the USD 457 Parents as Teachers home visiting model is a relationship-based and parenting-focused program. The national curriculum focuses on parent-child interaction, development-centered parenting, and family well-being; on strengths, capabilities and skills; and on building protective factors within the family. 2023-2024 has seen tremendous program growth. We serve 178 families, 237 children. 114 children have entered the program this fiscal year.

### **ALTERNATIVES:**

No other alternatives applicable

### **RECOMMENDATION:**

Not applicable.

### **FISCAL NOTE:**

PAT is funded through a KSDE match grant. The district provides \$.50 per dollar allotted by KSDE.

### **ATTACHMENTS:**

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## **MEMORANDUM**

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Drew Thon, HR Director  
**DATE:** 5-1-24  
**RE:** Elementary Teacher Pathway – GCHS

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### **ISSUE:**

Garden City High School has teamed up with Garden City Community College and Newman University to launch a program allowing high school students to earn an associate's degree in elementary education concurrently with their high school diploma.

This first-of-its-kind initiative in Kansas and the nation provides a cost-effective, accelerated path into the teaching profession, addressing the critical shortage of qualified teachers and reducing the financial burdens of higher education.

Students can begin earning college credits in high school, proceed to complete a bachelor's degree in education at Newman University in just 16 months post-graduation, and quickly enter the teaching workforce.

Drew Thon, Director of Human Resources for Garden City Public Schools, emphasizes the program's role in creating accessible, fulfilling career opportunities for youth, thus supporting the local community and alleviating the teacher shortage.

### **BACKGROUND:**

This pathway will offer students a cost-effective route to college credits and creates a local pipeline of well-trained teachers which in turn will enhance our education quality and addressing critical staffing needs.

### **ALTERNATIVES:**

No other alternatives applicable

### **RECOMMENDATION:**

No recommendations are applicable

### **FISCAL NOTE:**

There is no fiscal impact for the BOE to consider

### **ATTACHMENTS:**

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Jessica Nothern, Chief Financial Officer  
**DATE:** May 6, 2024  
**RE:** Abe Hubert Elementary School HVAC Design IRA

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### **ISSUE:**

The Board of Education is asked to approve this design proposal by ICE Engineers for the Abe Hubert HVAC system replacement.

### **BACKGROUND:**

The members may remember the Abe Hubert (AH) HVAC presentation given by Shane Faurot, PF Director in January. He discussed the cost of the AH VRF HVAC Design that had bid in November and came in over 2x the budgeted costs. He is going to re-bid that project late spring, early summer 2024.

He would also like to bid out the project designed in a government acceptable format, that would include boilers and chillers. The Government contract is called an IRA. Where in the government will reimburse USD 457 for up to 40% of the cost of the project. This proposal by ICE Engineers would allow us to create those documents.

### **ALTERNATIVES:**

No other alternatives applicable.

### **RECOMMENDATION:**

1. Approve the proposed design costs to ICE Engineers.
2. Deny the agreement.
3. Recommend and alternative solution.

### **FISCAL NOTE:**

This purchase has been budgeted for this fiscal year from the following account: 016 E 4700 21 7120 056 00 610 with adequate balances remaining for this purchase. Below are the amounts for each agreement:

Total \$127,500.00

### **ATTACHMENTS:**

ICE Abe Hubert HVAC Design Proposal



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March 6, 2024

**MEP ENGINEERING PROPOSAL**

Mr. Shane Faurot  
Director of Plant Facilities  
USD #457  
1205 Fleming St.  
Garden City, KS 67846

Subject: HVAC Improvement Project – USD #457 – Garden City, KS  
Abe Hubert Elementary School

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Integrated Consulting Engineers, Inc. (“ICE”) offers for your review this proposal of professional engineering services. The Scope of Services for this project are listed below:

**Scope of ICE’s Services:**

ICE will perform the following services for the Project (“ICE’s Services”):

- Review original design drawings.
- Perform onsite inspection of existing building to gather pertinent information.
- Develop digital CAD drawing of existing floor plan and MEP systems per original drawings and site inspection for use by design team.
- Perform heating & cooling loads of building to determine proper system size for current and future space requirements.
- Perform ventilation analysis of project areas for code compliance to current standards.
- Prepare demolition plans for all equipment/systems to be removed both mechanically and electrically.
- Provide design of new four pipe chilled/heating water system for building that includes air-cooled chiller, thermal ice storage, condensing boilers, pumps, hydronic accessories, piping and controls. The addition of thermal storage tanks allow for the District to utilize funding from the IRA(inflation reduction act) that could provide up to 40% savings on the project as a direct payment upon completion.
- Indoor units shall be a combination of 4-pipe blower coils, air handlers and ceiling cassettes. DOAS unit design will be provided for fresh air considerations.
- Design power connection to new unit(s)
- Design of DDC controls to integrate into existing system with optimized sequence of operations.
- Structural engineering analysis and design for support of new unit(s) on roof. See Structural Engineering Services note.
- Prepare final contract documents with sheet specifications and deliver to Owner as a PDF.

**Project Management Services:**

- Assist the Owner in obtaining and evaluating contractor bids for mechanical, plumbing, electrical, and structural work including pre-bid meeting and walkthrough.
- Review the contractors’ mechanical, plumbing and electrical shop drawing submittals.
- Develop necessary clarifications and revisions to the construction documents and provide

coordination during the bidding and construction phases.

- One (1) site observation is included for Pre-Bid Meeting.
- Three (3) site observation visits are included for interim review of MEP construction installation and written punch list.
- One (1) site observation visit per discipline per facility is included for final review of mechanical and electrical construction installation and written final punch list.
- Assistance with paperwork as needed for IRA funds.

**Structural Engineering Services:**

- Structural design as needed to accommodate installation of new units on roof and any new ceiling suspended units. Provided by sub-consultant Dudley Williams in Wichita, KS.

**Architectural Services:**

- Architectural design of new fenced in enclosures around ground mounted units and ceiling/chase work associated with new mechanical work. Provided by GMCN Architects in Garden City, KS

**Exclusions from our Services: This proposal does not include:**

- Fire Protection.

**ICE's Fees:**

- The Design Fee for ICE's Services as described above) shall be the lump sum amount of **\$127,500.00**
  - Cost Breakdown:
    - MEP Engineering/Project Management: \$105,500.00
    - Structural Engineering: \$ 12,500.00
    - Architectural: \$ 9,500.00

**Additional Services:**

The following Design, Construction Phase and Contract Administration Services shall be considered additional services and are not included in the fees listed below. This shall include, but not be limited to the following:

- Responses to the Contractor's RFI's where such information is available to the Contractor through careful study and comparison of the Contract Documents, field conditions, Owner provided information, Contractor prepared coordination drawings, shop drawings or prior Project correspondence or documentation. If this becomes a chronic issue in the opinion of ICE, ICE reserves the right to not to respond to such requests without receiving additional compensation.
- Revisions to ICE's construction documents when such revisions are:
  - Imposed by plan review comments, health department comments, or landlord or developer comments that are not consistent with applicable standard building codes.
  - Inconsistent with approvals or instructions previously given by the client.
  - Required by newly enacted or revised codes and regulations after the construction documents have been prepared.
  - Required by the acts or omissions of the Client, Owner, or another consultant.
- Review of and/or revisions to the construction documents resulting from "value engineering" suggestions provided by the Client, Owner, Construction Manager, or other contractors on the project.
- Providing revisions of drawings, specifications, or other documents when such revisions are required by changes to previously approved design criteria.
- Providing professional services made necessary by the default of the contractor or by major defects in the work of the contractor in the performance of the Construction Contract.
- Site observation visits beyond those provided as a part of ICE's Basic Services.
- Attendance, if requested, either in-person or via conference/video call at meetings after the completion of the construction documents.

**ICE's Reimbursables:**

The following costs ("Reimbursables") will be billed, in addition to the fees, at ICE's cost plus 10%:

- Reproduction, postage, and handling of drawings, specifications, and other documents.
- Mailing and courier costs for transmitting drawings, specifications and other job information.
- Vehicle or other expenses for out-of-town travel and per diem expenses other than initial visit.

**Invoicing/Terms of Payment:**

- ICE will submit monthly invoices for Design Fees and Reimbursables incurred to date, with a cumulative 90% of the Design Fee earned by the completion of the construction documents. The remaining 10% of the Design Fee will be invoiced upon substantial completion of the Project. Additional Services will be invoiced monthly. Payment on all invoices is due within thirty (30) calendar days after invoicing. ICE reserves the right to charge 1.5% interest, compounded monthly, on all invoices not paid after 30 days.
- Any services not included within ICE's Basic Services or the site observation fee shall be billed as Additional Services on an hourly basis at the following standard hourly billing rates:

• Principal	\$145.00/Hour	• Senior Design Tech II	\$100.00/Hour
• Associate Principal	\$135.00/Hour	• Senior Design Tech I	\$90.00/Hour
• Project Engineer II	\$115.00/Hour	• Design Tech	\$80.00/Hour
• Project Engineer I	\$95.00/Hour	• Drafter	\$65.00/Hour
• Design Engineer II	\$85.00/Hour	• Clerical	\$50.00/Hour
• Design Engineer I	\$75.00/Hour		

**Suspension of Services:**

If you fail to make payments when due or otherwise materially breach this Agreement, ICE may suspend performance of services upon ten (10) calendar days' notice to you. ICE shall have no liability whatsoever to you for any costs or damages as a result of such suspension caused by any breach of this Agreement by you. When you pay the Fee in full, ICE will resume our services and the time schedule, and our Fee shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for ICE to resume performance.

The attached Additional Terms and Conditions (Exhibit A) are also a part of our Agreement.

**This proposal of professional engineering services is good for sixty (60) calendar days from the date of the proposal.** You may authorize us to proceed with this work by signing where indicated below and returning a copy for our files. We appreciate your business and look forward to working with you on this Project. If you have any questions about this proposal, please contact me at (316) 264-3588.

Sincerely,

INTEGRATED CONSULTING ENGINEERS, INC.



Sean Miller, PE/MBA/LEED® AP

Authorized and accepted:

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

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

"USD 457"

**Additional Terms & Conditions**

**Performance; Schedule.** ICE will shall perform its services with the level of care and skill ordinarily exercised by members of the same profession under similar circumstances, at the same time, and in the same locality. ICE shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, but not subject to any firm schedule or completion date. You acknowledge that Owner-directed changes may affect the completion of ICE's services. In the event performance of ICE's services is delayed by Owner-directed changes, ICE's compensation and time for performance will be equitably increased. In no event shall ICE have control over or responsibility for any contractor or vendor's performance schedule.

**Work Product.** ICE is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by ICE in connection with the Project (the "Work Product"). ICE retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Owner, or anyone claiming by, through or under the Owner, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of ICE. Any unauthorized use of the Work Product shall be at the user's sole risk and the Owner shall indemnify ICE for any liability or legal exposure arising from such unauthorized use. To the extent ICE terminates this Agreement due to non-payment, the Owner shall not be entitled to use the Work Product for any purpose without the prior written consent of ICE.

**No Liability for the Contractor's Acts/Omissions.** ICE shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences of procedures, or for safety precautions or programs in connection with the work, for the acts or omissions of the contractor, its subcontractors or any other person performing any of the work, or for the failure of any of them to carry out the work in accordance with the construction documents.

**Change in ICE's Services.** ICE shall be entitled to an adjustment in the Design Fee if the Owner, or contractor direct changes that require revisions of the drawings or specifications or fail to make decisions in a timely manner, or if code revisions or code enforcement agency interpretations require revision of the drawings or specifications. Requests for change orders shall include any increase in the Design Fee to make such change and shall be approved by the Client before changes are actually made.

**Indemnity.** The Owner and ICE are and will be throughout the term of this Agreement independent contractors as to each other. Each party recognizes that it shall be solely responsible for its own conduct, including without limitation its own fault, as to any aspect of the Agreement. In the event any claim is made, or any action is filed arising out of this Agreement or the services to be performed under it, the parties anticipate that each will defend said claim or action on its own behalf, and will pay, settle, or otherwise dispose of any demand or judgment against it consistent with the provisions of the Kansas comparative negligence statute, K.S.A. §60-258a, in effect on the date of this Agreement. In the event either party is made to respond in damages for the fault of the other party, then the other party agrees to indemnify and hold harmless the first party from any payment that it has to make, including without limitation the payment of reasonable attorneys' fees incurred in resisting, settling, or otherwise disposing of the demand, on account of the other party's fault.

**Hazardous Materials.** Both parties acknowledge that ICE's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event ICE or any other party encounters hazardous or toxic materials, or should it become known to ICE that such materials may be present on the jobsite that may affect the performance of ICE's services, ICE may, at its option and without liability for any damages, suspend on-site performance of its services under this Agreement until the hazardous or toxic materials are removed and the Owner warrants that the jobsite is in full compliance with all applicable laws and regulations.

**Termination.** This agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. You may terminate this agreement upon at least seven (7) days' written notice to ICE in exchange for payment of the Design Fees incurred and actually performed to the termination date plus Reimbursable Expenses incurred to the termination date.

**No Third-Party Beneficiaries.** This Agreement is solely for the benefit of ICE and You. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of ICE in favor of such third parties.

**Jurisdiction; Venue; Governing Law.** To the fullest extent permitted by law, You and ICE stipulate that the Twenty-fifth Judicial District, District Court, Finney County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project, or ICE's services. You and ICE further agree that this Agreement shall be construed, interpreted, and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

**Agreed Remedy.** To the fullest extent permitted by law, the total liability, in the aggregate, of ICE and ICE's officers, directors, employees, agents, and consultants to the Owner and anyone claiming by, through or under the Owner, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Project, or ICE's services, from any cause and under any theory of liability, shall not exceed the greater of ICE's total fee paid under this Agreement, or any insurance proceeds paid by ICE's insurance carrier(s).

**Attorneys' Fees and Expenses.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

**Purchase Order terms.** In the event you use a purchase order or other form to administer this agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken and not a part of our agreement.

**Force Majeure.** Neither party shall be responsible for, or shall be deemed to have breached this Agreement by reason of delay or failure in performance resulting from acts beyond the control of such party. In the event ICE is delayed, for reasons beyond its control, performance of services shall take place as soon after the delay as is reasonably feasible. ICE is not responsible for failure to fulfill its obligations under this Agreement due to causes beyond its control.

**Entire Agreement and Assignment.** This is the entire agreement between the parties, and no other oral or side agreement exists which in any manner modifies or expands this Agreement. This Agreement may not be assigned by either party without the other's prior written consent and may only be amended by a writing signed by ICE and You.

## **MEMORANDUM**

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Suzette Goldsby, Plymell Principal/Curriculum Council Chair  
**DATE:** May 6, 2024  
**RE:** Community Leadership Class

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**ISSUE:** The Board of Education is asked to consider and approve the addition of a new course, Community Leadership, as a 1 credit elective course.

### **BACKGROUND:**

GCHS seeks to add a new elective course called Community Leadership that will provide students with the opportunity to earn 1 elective credit. The objective of this course is to teach students the fundamentals of nonprofit fundraising, grant writing, and the governance and operation of local nonprofit organizations. Additionally, students will learn how to effectively market and advocate for causes within the community.

A key component of the course involves hands-on community involvement. Students will be required to work in the community to gain a better understanding of how local nonprofits operate. Completion of hours outside of class time will also be required. In addition, students must possess a valid driver's license.

This course has been assigned a current Kansas course code and will be taught by current GCHS staff. If approved, this course will be a 2 semester course with no prerequisite required. However, students must be accepted into the class through an application process and will be notified of acceptance before the end of the previous school year.

If approved and with sufficient student interest, this course will be offered in the fall semester of 2024. The Curriculum Council committee met on April 9, 2024 and voted unanimously to offer this course as a part of the elective courses.

### **ALTERNATIVES:**

1. Approve the course as presented as an elective course to be offered as a 1 credit course.
2. Do not approve the course as an elective and the course will not be offered.

### **RECOMMENDATION:**

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

### **FISCAL NOTE:**

No additional funding will be necessary for these courses.

**ATTACHMENTS:**

Application to Curriculum Council for approval

# APPLICATION FOR NEW COURSE OFFERING / MAJOR REVISION

1. Name of course to be offered: Community Leadership

► Please complete the following for Skyward purposes:

- Short description of course (15 characters)

Leadership

short description prints on transcripts

- Long description of course (30 characters) \_\_\_\_\_

\*\* **Kansas Course Code:** 19257

2. Description of course (attach additional sheets if

Must be accepted by application process to Community Leadership, applications available in the Career Center. This is a course designed to help students step out into the community for a full understanding of how local nonprofits operate. Students will be notified about whether they have been selected for the Community Leadership class before the end of the current school year. Class will require extra hours of service outside of class time and will require a valid driver's license.

3. Name of course to be deleted: \_\_\_\_\_

4. Course objective:

The objective of the class is to teach students the basics of nonprofit fundraising, grant writing, and governance/operation within a local nonprofit organization. Students will learn how to market and sell a cause within the community.

5. Required Course: No

Elective Course: Yes

6. How many credits will be offered? 1

7. Full Semester: No

Two Semesters: Yes, year-long class

8. Start-up Cost: None

9. Prerequisites: None

10. How will this course be staffed? Staffed with currently staffed teacher seeking to teach elective.

11. Requested by: Brian Nelson

Date: 12/05/23

Print Name



Signature

## Garden City High School

Leadership Service in Action, course code: 19257  
(Non-profit Leadership Class)

Leadership Service in Action empowers individuals to assume advocacy roles which support families, communities, and consumers by researching social issues, developing, and implementing an action plan, and applying decision making through civic engagement and service learning.

The objective of this year-long class is to teach students the basics of nonprofit leadership through advocacy, fundraising, and governance/operation within a local nonprofit organization. Students will learn how to market and sell a cause within the community.

The non-profit leadership class will launch with a partnership with the Finney County Preservation Alliance working on the historic Windsor Hotel restoration downtown. This is an all-volunteer organization. The project will receive a needed boost with a group of students who can focus on daily needs of the organization. While the class is starting a partnership with the Finney County Preservation Alliance, the class can still be applied to other non-profit groups in the future.

Class syllabus:

### Unit: One

Timeline: August – October (1<sup>st</sup> quarter)

#### Essential Questions:

1. What is the purpose of a nonprofit?
2. How does volunteer work benefit a community?

#### **Skills and knowledge:**

- Basics of nonprofits
  - Present understanding of Roberts Rules of Law.
  - Demonstrate ability to stand in a leadership role within the organization.
  - Identify the needs of the organization and develop a proposal to meet those needs.
- Activities
  - Committee meetings, grant writing, hands-on involvement, and small business operation.

### Unit: Two

Timeline: October – December (2<sup>nd</sup> quarter)

#### Essential Questions:

1. What responsibilities for the future does an individual have?
2. How can a community be more engaged within a given cause?

#### **Skills and knowledge:**

- Planning for the future
  - Apply text and graphics to target a given audience.
  - Use organizational skills to successfully carry out a plan of action.
- Activities
  - Brochure creation, event planning, fundraising planning, and hands-on involvement.

### Unit: Three

Timeline: January – March (3<sup>rd</sup> quarter)

#### Essential Questions:

1. How can a cause be promoted?
2. Can social media have a professional purpose?

#### **Skills and knowledge:**

- Community engagement
  - Demonstrate ability to market and promote a cause.
  - Engage an audience through social media platforms
- Activities

- Hands-on involvement, marketing, social media management, website design and operation.

### **Unit: Four**

Timeline: March – May (4th quarter)

#### Essential Questions:

1. Why do people recognize a brand?
2. Is goal setting important?

#### **Skills and knowledge:**

- Planning for the future
  - Accurately identify and engage an audience through branding.
  - Collaborate with peers to set long-term goals.
- Activities
  - Capital campaigns, hands-on involvement, and master planning.

#### Additional information:

Students will complete an application and interview process to earn a position as a 'team member' of this class. Students requesting to join the class must have a valid driver's license and their own form of transportation as the class will meet at the Windsor Hotel on Main Street (or other sites in the future) – just as the zoology class meets at Lee Richardson Zoo. When on site, students will help with minor projects (like painting or staging rooms for tours). Students will be trained to give guided tours. The tour through the Windsor Hotel is scripted and takes one hour to complete. Students will also help run a candy store, which the Finney County Preservation Alliance plans to open in one of the ground floor retail spaces of the building within the near future. Students will be required to complete two hours of community service at the with the Finney County Preservation Alliance per month outside of class hours (similar to how Student Council must complete hours of community service when enrolled in the class).

**Part II**

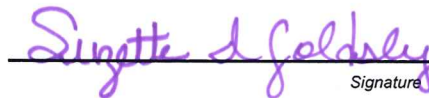
12. Reviewed by Principal -

Action taken:       Recommended       Not Recommended

  
\_\_\_\_\_ Date: 4-25-24  
Signature

13. Submitted to the Curriculum Council -

Action taken:       Recommended       Not Recommended

  
\_\_\_\_\_ Date: 4/25/24  
Signature

14. Submitted to the Instruction Office Administrator -

Action taken:       Recommended       Not Recommended

  
\_\_\_\_\_ Date: 4/26/2024  
Signature

15. Submitted to the Board of Education -

Action taken:       Recommended       Not Recommended

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

**Please return to:**

Instruction Office Administrator  
Educational Support Center  
1205 Fleming Street

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Heather Stegman, Curriculum  
**DATE:** Director May 6, 2024  
**RE:** Renaissance Learning Quote

---

### **ISSUE:**

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

### **BACKGROUND:**

This is a resource used at all levels throughout the district. It includes the following resources:

**Fastbridge:** Fastbridge is our reading and math screener in grades PreK - 12. The cost per student for access is \$8.00 per student. However, KSDE covers half of the cost of Fastbridge. The quote indicates \$4.00 per student.

**DnA, Software License:** Illuminate has been our data warehouse for many years. Renaissance purchased Illuminate and rebranded it as DnA. It still has the same capabilities to store our district data. Data stored in DnA includes KAP, Fastbridge, Common Assessments, and Student Assistance Team documentation. DnA is also a location where we can create and administer local assessments.

**EduClimber:** EduClimber is our district data analysis program. It takes the data out of DnA and enables users to create summaries at the district, building, classroom, or student level.

**Inspect Plus:** Inspect Plus contains banks of assessment questions for reading, math, and science.

All components were on the last year's quote.

### **ALTERNATIVES:**

1. Approve the renewal quote.
2. Do not approve the renewal quote.

### **RECOMMENDATION:**

The Curriculum and Instruction department recommends that the Board of Education consider and approve the Renaissance Learning quote renewal.

### **FISCAL NOTE:**

The quote is in the amount of \$128,240.00 and has been budgeted out of Textbooks and Student Materials, 036 E 1000 21 0000 008 00 644. The quote is a one year contract through June 30, 2025.

### **ATTACHMENTS:**

Renaissance Learning quote

2911 Peach Street, Wisconsin Rapids, WI 54494-1905  
Phone: (800) 338-4204 | Fax: (877) 280-7642  
Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

## Garden City Unified School District 457 - 202348

Reference ID: 528021

1205 Fleming St  
Garden City, KS 67846-4751  
Contact: Heather Stegman - (620) 805-7050  
Email: [hstegman@gckschools.com](mailto:hstegman@gckschools.com)

### Quote Summary

School Count: 1

Renaissance Products & Services Total	\$128,240.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
<b>Grand Total</b>	<b>USD \$128,240.00</b>

### This quote includes: DnA and eduCLIMBER.


By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy <https://docs.renaissance.com/R63870> directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context.

To accept this offer and place an order, [please sign and return this Quote.](#)

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	Garden City Unified School District 457 - 202348
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 4/26/2024	Date:
	Invoice Date:

Email: [electronicorders@renaissance.com](mailto:electronicorders@renaissance.com)

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive Zeke Rash at (785)403-0540, Thank You.

2911 Peach Street, Wisconsin Rapids, WI 54494-1905  
Phone: (800) 338-4204 | Fax: (877) 280-7642  
Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

\*Educational Research. (Applicable to only FastBridge for Kansas clients). Subject to the terms and conditions attached in this Quote, Purchase Order, or otherwise, including Renaissance's Privacy Policy and/or a data sharing agreement that has been entered into with Client, Client hereby grants Renaissance the right to share de-identified data that has entirely omitted any and all personally identifiable information with the University of Minnesota for educational research purposes. Furthermore, Client hereby grants Renaissance the right to share assessment data along with personally identifiable information with the Kansas State Department of Education, if requested. By signing this Quote, Client consents to the terms of this provision.

Students can become their most amazing selves – only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom – transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

2911 Peach Street, Wisconsin Rapids, WI 54494-1905  
 Phone: (800) 338-4204 | Fax: (877) 280-7642  
 Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

## Quote Details

### Garden City Unified School District 457 - 202348

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Applications</b>					
Inspect Plus	07/01/2024 - 06/30/2025	7,000	\$2.41	\$0.00	\$16,870.00
DnA, Software License	07/01/2024 - 06/30/2025	7,000	\$5.36	\$0.00	\$37,520.00
eduCLIMBER, Software License	07/01/2024 - 06/30/2025	7,000	\$6.55	\$0.00	\$45,850.00
FastBridge Subscription (KS)	07/01/2024 - 06/30/2025	7,000	\$4.00	\$0.00	\$28,000.00
<b>Professional Services</b>					
Foundations Professional Learning Package (included with purchase)		1	\$0.00	\$0.00	\$0.00
Training - FASTflix Subscription (KS)	07/01/2024 - 06/30/2025	1	\$0.00	\$0.00	\$0.00
<b>Garden City Unified School District 457 Total</b>				<b>\$0.00</b>	<b>\$128,240.00</b>

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## **MEMORANDUM**

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Jenny Hands, CTE Coordinator  
**DATE:** May 6, 2024  
**RE:** Anatomage Convertible Table

---

### **ISSUE:**

The Board of Education is asked to consider and approve the purchase of an Anatomage Convertible Table to be used in Health Science and Biomedical courses at Garden City High School.

### **BACKGROUND:**

The Anatomage Convertible Table is a state-of-the-art educational device that mimics a cadaver lab with the added benefit of thousands of case study examples. Teachers and students are able to view and manipulate nearly 3,000 anatomical structures using the Anatomage table.

Approximate Annual Student Impact: 1,041 students (based on 2023-2024 enrollment).

More Information: [www.anatomage.com](http://www.anatomage.com)

### **ALTERNATIVES:**

1. Approve the purchase of the Anatomage Convertible Table.
2. Not approve the purchase of the Anatomage Convertible Table.

### **RECOMMENDATION:**

The Career & Technical Education Coordinator with support from CTE pathway teachers in Health Science & BioMedical Science, and administration at GCHS recommends that the Board of Education consider and approve the purchase of the Anatomage Convertible Table.

### **FISCAL NOTE:**

The total for the table will be \$84,045. All funding will come from CTE funds which must be spent or encumbered by the end of each fiscal year. \$50,000 of FY24 CTE funds will be encumbered, \$20,000 will be included in our FY25 Perkins funds, and \$14,045 will be spent from our FY25 CTE funds. Note that CTE funds are able to fund all other eligible purchase requests received in addition to the Anatomage Table.

We plan to send 2-4 Health Science teachers to the Anatomage training in July 2024, the

training will also be funded using CTE funds.

**ATTACHMENTS:**

- Anatomage Secondary Education “Bring learning concepts to life” flier
- Anatomage “Table on Cloud” flier
- Anatomage Price Quotation
- Anatomage Sole Source Letter of Exclusive Technological Equipment

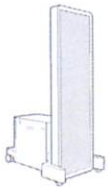
## Secondary Education

# Bring learning concepts to life

We transform complex medical and science concepts into clinically accurate, interactive and intellectually stimulating products that drive student success. Through a combination of our renowned 3D visualization technology, real anatomy database and enriched scientific content, our solutions help prepare STEM, Career & Technical Education, and Health Occupations pathway students as they advance their medical education and enter the healthcare workforce. With our diverse product portfolio, we are committed to delivering the most precise and comprehensive medical learning materials for secondary education.

## Virtual tech, real learning with the Anatomage ecosystem

Explore the Anatomage ecosystem, a powerhouse of technologies designed to transform your life science and health applications curriculum. From cadaveric dissection to life science lectures, our products inspire the future's healthcare leaders.



### Anatomage Table

- Orchestrate virtual dissection on real human bodies in 3D
- Delve into complex anatomy concepts by interacting with 5 life-size digital cadavers and 1,600+ case studies

#### Ideal for:

- ✓ Cadaveric dissection
- ✓ Clinical simulations
- ✓ Lecture aids
- ✓ Lab activities



### Anatomage Lessons

- Conceptualize anatomy and physiology topics with 42 interactive lessons, 3D anatomy resources, and activities
- Facilitate remote lab activities with 3D models of real male and female anatomy

#### Ideal for:

- ✓ Remote learning
- ✓ Textbook supplement
- ✓ Lecture aids
- ✓ Independent practice



### Table Vet

- Engage in the 3D exploration of animal anatomy with 4 real-tissue cadavers
- Empower veterinary trainees to gain practical animal clinical experience with 309 animal scans

#### Ideal for:

- ✓ Animal Dissection
- ✓ Animal Science & Pathology
- ✓ Veterinary Training
- ✓ Animal Anatomy Lecture Aids



### Anatomage Tablet

- Elevate textbook reading experiences with 71 vivid regional anatomy videos
- Transform autonomous learning with accessible anatomical resources including 3D cadavers

#### Ideal for:

- ✓ Blended learning
- ✓ Autonomous learning
- ✓ Textbook supplement
- ✓ Homework resources

# When education embraces technology

Anatomage products infuse your lectures with technology, bringing accuracy, engagement and hands-on experience to the classroom, thereby enhancing your students' learning outcomes.

## Engaging

From exploring the inner workings of a real human body to engaging in real-world clinical activities, our technology creates an exciting environment for your students to engage with all things anatomy.

## Accurate

Our anatomical database features real anatomy, digitized and rendered down to 0.2 mm resolution for precise 3D full-body representation.

## Integrative

From the introduction of human anatomy to deep diving into animal pathology, each of our products is designed to accompany students on every stage of their medical learning journey.

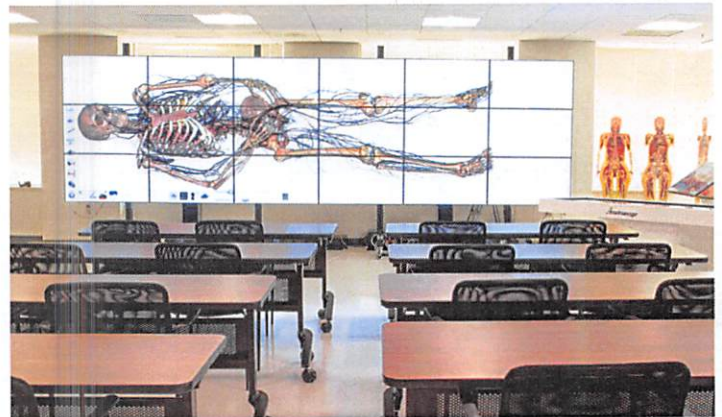
## Practical

Our platforms translate clinical knowledge into practical experience, better preparing your students for the healthcare industry.

## Our technology

Founded in 2004, Anatomage is a pioneer in the digitalization of real human anatomy, inventing the world's first life-size virtual dissection table. Specializing in the transformation of real anatomy into interactive 3D cadavers, we've segmented over 2 million anatomical structures.

Today, with more than 4,000 healthcare and educational institutions utilizing our products, Anatomage stands as the dominant market leader in the industry.



## Contact us:

To learn more about the Anatomage solution and schedule a demo visit [anatomage.com](http://anatomage.com)

## “ Students love it.

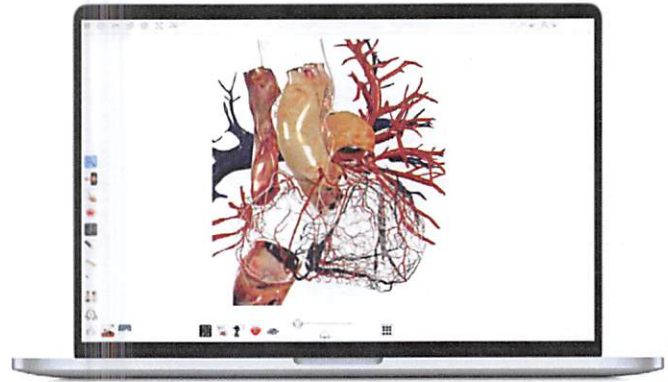
*The [Anatomage Table] gives them a better understanding about where structures are in the body because they are learning on real human bodies.*

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Teacher, Trinity High School

# Anatomage™

# TABLE

ON CLOUD



## Table On Cloud: Anatomage Table Goes Remote

Table on Cloud breaks down the barriers of physical locations with remote access to Anatomage Table's comprehensive content and functionality. With Table on Cloud, you can easily explore all the features of Table's software content through a simple web browser, giving you and your students the ability to engage with high-quality, accurate 3D anatomy content in a remote classroom environment.



### Beyond physical limitations

Get instant access to Anatomage Table's robust content, including 4 Anatomage Bodies, 1,500+ clinical cases, 1,000+ histology slides, and more.



### Amplify student engagement

Enhance student engagement in the online and blended learning landscape with Table on Cloud's interactive, user-friendly interface.



### Enrich remote curriculums

Bring your remote lectures to life with visually rich real-anatomy resources that add more depth to your teaching.

## Our technology

At Anatomage, our mission is to deliver the most accurate and comprehensive digital anatomy solutions, empowering future healthcare and educational leaders to change the world. Building upon the foundation of the Visible Human Project's real data, we invested significant time to transform high-resolution cross-sectioned images to develop 3D replicas of authentic human bodies. These digital cadavers enable users to simulate functional responses as they would on living human bodies, deepening their understanding of human anatomy.

## Compare the difference

### Traditional Lab

Requires physical attendance

Limited exposure to clinical experience

No anatomical presets for visual references

### Table on Cloud

Remote access to real-anatomy cadavers

Hands-on interaction with pathology cases

536 anatomical presets for visual learning

# Anatomage

## Price Quotation

Anatomage Inc.  
 3350 Thomas Rd, Ste 150  
 Santa Clara, CA 95054  
[www.anatomage.com](http://www.anatomage.com)  
[info@anatomage.com](mailto:info@anatomage.com)  
 (408) 885-1474 Phone

Prepared By Christine Ebrahimi Created Date 4/18/2024  
 Email christine.ebrahimi@anatomage.com Expiration Date 7/16/2024  
 Quote Number 2024-15421

Contact Name Jenny Hands  
 Email jhands@gckschools.com

Bill To Name Garden City Public Schools Ship To Name Garden City Public Schools  
 Bill To USD #457 CTE – ESC #107 Ship To USD #457 CTE – ESC #107  
 1205 Fleming St. 1205 Fleming St.  
 Garden City, Kansas 67846 Garden City, Kansas 67846  
 United States United States

Product	Line Item Description	Sales Price	Quantity	Total Price
Anatomage Table Convertible		USD 79,500.00	1.00	USD 79,500.00
Crate - Convertible	Shipping crate for the Table Convertible/Table Science	USD 875.00	1.00	USD 875.00
Anatomage Table Convertible Hardcover	Protective Hardcover for the Anatomage Table Convertible monitors.	USD 275.00	1.00	USD 275.00
1st Year Warranty, Software Upgrade, Tech Support	1st year warranty Included w/ Table Convertible	USD 0.00	1.00	USD 0.00
Online Training	Included w/ Table Convertible	USD 0.00	1.00	USD 0.00
Table On Cloud (Warranty)	Table on Cloud that is included, free of charge, for all Tables under warranty. Will be valid for as long as the Table is under warranty.	USD 0.00	1.00	USD 0.00
Lessons 30-Day Free Trial	30-Day free trial of Anatomage Lessons	USD 0.00	1.00	USD 0.00
The Anatomage Conference 2024 Registration		USD 595.00	1.00	USD 595.00

Total Price USD 81,245.00  
 Shipping and Handling USD 2,800.00  
 Grand Total USD 84,045.00

Country of Origin: United States  
 Place of Manufacture: San Jose, CA  
For our international customers: Price does not include taxes and duties associated with importation of the product, which must be paid by Consignee  
 Quote is only valid in USD

### Acceptance

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

## Sole Source Letter of Exclusive Technological Equipment

January 29, 2024

This letter certifies the following:

The **Anatomage Table**, a 3D, interactive, virtual dissection table, is manufactured and distributed exclusively from Anatomage, Inc. domestically in San Jose, CA. Our technology is one-of-a-kind as follows:

- We are the only provider of this type of Virtual Dissection Table utilizing the imaging of Real Human Cadavers
- There are no other products that are compatible with the Anatomage Table
- The purchase of the Anatomage Table cannot be made from any other vendor
- The Anatomage technology holds a patent #Patent No. US 9,867,543 B2
- We are the only provide of the Anatomage Virtual Science Table (software & hardware)

The **Anatomage Table Application**, installed on the Anatomage Table and the Anatomage Tablet is manufactured exclusively from Anatomage, Inc.

Anatomage's support for the Anatomage Table, covers but is not limited to the following:

- Anatomage Table Software Content and Functionality
- Anatomage Table Hardware & Software Troubleshooting
- Anatomage Science Table Software and Hardware

Anatomage is the sole and exclusive manufacturer and distributor in the United States of America and no other agency, institution, organization, school district, municipality, or customer receives better pricing than the DOE.

Please feel free to contact us if you have any questions regarding this matter.

Sincerely,

Jack Choi  
CEO – Anatomage Inc.



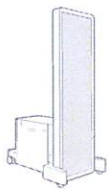
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ON CLOUD



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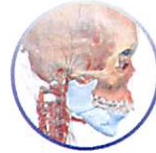
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Bring your remote lectures to life with visually rich real-anatomy resources that add more depth to your teaching.

## Our technology

At Anatomage, our mission is to deliver the most accurate and comprehensive digital anatomy solutions, empowering future healthcare and educational leaders to change the world. Building upon the foundation of the Visible Human Project's real data, we invested significant time to transform high-resolution cross-sectioned images to develop 3D replicas of authentic human bodies. These digital cadavers enable users to simulate functional responses as they would on living human bodies, deepening their understanding of human anatomy.

### Compare the difference

#### Traditional Lab

Requires physical attendance

Limited exposure to clinical experience

No anatomical presets for visual references

#### Table on Cloud

Remote access to real-anatomy cadavers

Hands-on interaction with pathology cases

536 anatomical presets for visual learning

# Anatomage

## Price Quotation

Anatomage Inc.  
 3350 Thomas Rd, Ste 150  
 Santa Clara, CA 95054  
[www.anatomage.com](http://www.anatomage.com)  
[info@anatomage.com](mailto:info@anatomage.com)  
 (408) 885-1474 Phone

Prepared By Christine Ebrahimi  
 Email christine.ebrahimi@anatomage.com

Created Date 4/18/2024  
 Expiration Date 7/16/2024  
 Quote Number 2024-15421

Contact Name Jenny Hands  
 Email jhands@gckschools.com

Bill To Name Garden City Public Schools  
 Bill To USD #457 CTE – ESC #107  
 1205 Fleming St.  
 Garden City, Kansas 67846  
 United States

Ship To Name Garden City Public Schools  
 Ship To USD #457 CTE – ESC #107  
 1205 Fleming St.  
 Garden City, Kansas 67846  
 United States

Product	Line Item Description	Sales Price	Quantity	Total Price
Anatomage Table Convertible		USD 79,500.00	1.00	USD 79,500.00
Crate - Convertible	Shipping crate for the Table Convertible/Table Science	USD 875.00	1.00	USD 875.00
Anatomage Table Convertible Hardcover	Protective Hardcover for the Anatomage Table Convertible monitors.	USD 275.00	1.00	USD 275.00
1st Year Warranty, Software Upgrade, Tech Support	1st year warranty Included w/ Table Convertible	USD 0.00	1.00	USD 0.00
Online Training	Included w/ Table Convertible	USD 0.00	1.00	USD 0.00
Table On Cloud (Warranty)	Table on Cloud that is included, free of charge, for all Tables under warranty. Will be valid for as long as the Table is under warranty.	USD 0.00	1.00	USD 0.00
Lessons 30-Day Free Trial	30-Day free trial of Anatomage Lessons	USD 0.00	1.00	USD 0.00
The Anatomage Conference 2024 Registration		USD 595.00	1.00	USD 595.00

Total Price USD 81,245.00  
 Shipping and Handling USD 2,800.00  
 Grand Total USD 84,045.00

Country of Origin: United States  
 Place of Manufacture: San Jose, CA

For our international customers: Price does not include taxes and duties associated with importation of the product, which must be paid by Consignee  
 Quote is only valid in USD

### Acceptance

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

## Sole Source Letter of Exclusive Technological Equipment

January 29, 2024

This letter certifies the following:

The **Anatamage Table**, a 3D, interactive, virtual dissection table, is manufactured and distributed exclusively from Anatamage, Inc. domestically in San Jose, CA. Our technology is one-of-a-kind as follows:

- We are the only provider of this type of Virtual Dissection Table utilizing the imaging of Real Human Cadavers
- There are no other products that are compatible with the Anatamage Table
- The purchase of the Anatamage Table cannot be made from any other vendor
- The Anatamage technology holds a patent #Patent No. US 9,867,543 B2
- We are the only provide of the Anatamage Virtual Science Table (software & hardware)

The **Anatamage Table Application**, installed on the Anatamage Table and the Anatamage Tablet is manufactured exclusively from Anatamage, Inc.

Anatamage's support for the Anatamage Table, covers but is not limited to the following:

- Anatamage Table Software Content and Functionality
- Anatamage Table Hardware & Software Troubleshooting
- Anatamage Science Table Software and Hardware

Anatamage is the sole and exclusive manufacturer and distributor in the United States of America and no other agency, institution, organization, school district, municipality, or customer receives better pricing than the DOE.

Please feel free to contact us if you have any questions regarding this matter.

Sincerely,

Jack Choi  
CEO – Anatamage Inc.



## **MEMORANDUM**

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Jessica Nothern, Chief Financial Officer  
**DATE:** April 16, 2024  
**RE:** JDA Elevator Contractor Bid Approval

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### **ISSUE:**

The Board of Education is asked to approve the bid to update and modernize the elevator at JDA. This bid was received in January. TKE has a State contract to do this work.

### **BACKGROUND:**

This project was identified and approved as one of our F24 projects in January of 2023 by our Long Range Planning Committee. The Board approved our Long Range Plan in February of 2023. The budget for this project was established and approved by the Board in August of 2023. This project proposal was bid to us in January 2024 and has been negotiated through our legal counsel.

This project was identified by our Plant Facilities staff after numerous calls for emergency situations regarding this elevator. It is beyond its life cycle in its current condition. This modernization project will upgrade mechanical and electrical components as well as update the existing cab.

### **ALTERNATIVES:**

No other alternatives applicable.

### **RECOMMENDATION:**

1. Approve the bid to TKE Elevator.
2. Deny the agreements.
3. Recommend an alternative solution.

### **FISCAL NOTE:**

This purchase has been budgeted for this fiscal year from the following account:

016 E 4700 21 7130 056 03 610 Capital Improvements, JDA  
This account has adequate balances remaining for this purchase.

Total Cost - \$130,677.07

### **ATTACHMENTS:**

TKE Proposal edited by Jennifer Cunningham and accepted by TKE.

# Modernization Proposal



## Jd Adams Hall

May 7, 2024

Purchaser: Unified School District 457  
Address: 1205 Fleming St  
Garden City, KS 67846-4751

Location: Jd Adams Hall  
Address: 1412 N Main St  
Garden City, KS 67846-4445

TK Elevator Corporation (hereinafter "TK" or "TK Elevator") is dedicated to delivering Unified School District No. 457 (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. TK is pleased to present this customized Proposal (the "Proposal") in the amount of \$130,677.07 to modernize the elevator equipment described in the pages that follow at the above-referenced location.

**Commented [JC1]:** Please provide this before signing of this agreement.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- Increased durability and reliability
- Improved fire and life safety features
- Decreased waiting times
- Reduced energy consumption
- Reduced operational cost
- Reduced troubleshooting time

This Proposal shall remain in effect until April 10, 2024 unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal - under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply chain issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2024.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Brian Russell  
Account Executive  
brian.russell@tkelevator.com  
+1 316 5292233

# Modernization Proposal



## SCOPE OF WORK

Grouping Name: 2

Equipment Type: Hydraulic	Speed: 120 fpm
2 Stops (2 Front /0 Rear)	Capacity: 2000 lbs.

### Units Included

Building Address	Nickname	TKE Serial #
JD Adams Hall 1412 N Main Garden City, KS	Car 1	US51169

### Description of Work

#### Controller

- Remote BCC and Separate Machine Room Wiring for 2019 Code
- TAC 32 Controller (Includes Options listed below)
- Solid State Starters (6 or 12 leads) 460 / 575 VAC
- Battery Lowering in Controller
- eMax Monitoring Device Provisions

#### Power Unit

- 5 gallon drum of Biodegradable oil (Citgo NZ)
- EP-70 Power Unit (Submersible)
- 2" Shutoff Valve Kit (Pump)

#### Jack

- Packing
- Pipe Stands

#### Car

- Crosshead data tag (for existing car slings)
- Car Top Railing
- Car Top Exit Switch
- 2019 Two-way Communication Camera (dome), Ethernet Extender (kit), & Battery Backup
- Cab Wiring Material (200MK1)

#### Hoistway

- HN Boxes (per each 2 cars, grouped)
- Base Wiring Package for 2019 Code
- Final Limit Switch Package (Cam, Switches & mounting material)
- Steel Tape with Mounting hardware, Selector and magnets (terminal limits included)
- Hoistway Duct Kit
- TAC 32 Field Friendly Wiring Package Includes single traveling cable, hoistway wiring, interlock wiring, interlock connectors, and serial wiring.

# Modernization Proposal



## Pit

- 2" Shutoff Valve Kit (Pit)
- Pit Stop Switch
- Pit Ladder 12" Wide

## Cab

- Car Door (SSSS, #4 S/S (441))
- FabACab Nassau Interior Package 2000/2100lbs
- FabACab Interior add for 1.5" Cylindrical Handrails without returned ends

## Door Equipment

- Interlock / Pick up Assemblies for existing Dover Operators. Includes closers. Front
- Micro Light 3D 2019 (Front)
- LD-16 Plus Door Operator with Complete carside equipment (FRONT)
  - includes Adapter kit (Tracks & Hangars), Clutch (w/ Car Door Lock latch & contact), & Car Top Inspection station (w/ alarm signal)
- Front Door Operator (SSSS) Additional Lead Time
- 3D Cabsafe Components Package (Front)

## Car Fixtures

- Smart Rescue Phone 5 Standalone
- Main Car Station Includes Options Below
  - Swing Return (Mini-Swing (Column type) for New/Existing Dover/tkE Cabs)
- Reuse Back Box
- Vandal Resistant Floor Buttons
- Debranded Car Station (No Logo)
- Cast Braille Plates for Car Features
- Standard Key Switch Package
  - Fan
  - Light
  - Independent
  - Stop
  - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)
- Two-way Communication Position Indicator
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- No Smoking (Engraved)
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Emergency Light Test Button (constant pressure)
- TAC Serial Boards (Main)

# Modernization Proposal



- Two-way Communication Machine Room Equipment (Primary Box)
- Car Riding Lantern (Standard) #4 S/S (441)

## Hall Fixtures

- Serial Boards for Hoistway Access
- Fire Service Phase I Key Switch
- Fire Service Phase I Engraved Instructions
- Hoistway Access Switch (in Hall Station)
- Hoistway Jamb Braille (Pair of Standard) (# of Floors)
- Car Identification Plate (Pair)
- Terminal Hall Stations (Surface Mounted) with
  - Appendix O (Polycarbonate insert flame with engraved verbiage)
  - Fusion (#4 S/S (304))
- 2009 & 2010 Elevator Communications Failure add
- Serial Boards for Front Risers
- TAC Serial Boards, Base Charge

## 1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

- Execution of this Proposal
- Payment for pre-production and engineering
- Approval of layout (if applicable)
- Execution of TK Elevator's Material Release Form

## Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	4 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	18 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	5 - 7 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

## 2. Payment Terms

50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be

# Modernization Proposal



applied to project management, permits, engineering and shop drawings, submittals, and drilling mobilizations (if required). The material will not be ordered until this payment is received, and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

<u>Proposal price:</u>		<u>\$130,677.07</u>
Initial progress payment:	(50%)	\$65,338.54
Material furnished:	(25%)	\$32,669.27
Total of remaining progress payments:	(25%)	\$32,669.27

Any work that Purchaser may require prior to turnover of the equipment that is outside of the scope described in this Proposal - other than Temporary Use as described below - will be performed only after the full execution of a mutually agreeable change order and only at the following rates:

Mechanic (Standard) per hour	\$278.00
Mechanic (OT) per hour	\$586.00

# Modernization Proposal



Team (Standard) per hour	\$500.00
Team (OT) per hour	\$1,055.00

Rates are not inclusive of any per diem, mileage or other expenses which may be dependent on jobsite location.

### 3. Warranty

TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay, if the delay is caused by the Purchaser only. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that

TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

**Commented [JC2]:** Will and Nor contradict one another - I am not sure which they want to use.

### 4. Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator may submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost. In the event the Purchaser and TK Elevator have a new or existing maintenance Agreement in effect at the time of the acceptance of this proposal and/or during the scope of this work, the terms of the Agreement shall remain in full force and effect throughout the performance of this scope of work and continue throughout the duration of the stated term in that Agreement.

### 5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

# Modernization Proposal



## A. Hoistways and Equipment Rooms

### 1. Purchaser shall provide the following:

- a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
- b. A dry legal machine/control room, with clear rollable access adequate for the elevator equipment, including floors, trap doors, properly sized legal machine room doors, gratings, machine room or roof access platforms, roof/loading protection, ladders, railings, foundations, all hoist beams, lighting, ventilation sized per the TK Elevator shop drawings and/or code requirements. Purchaser must maintain machine/control room (or machine/control space within the shaft for MRL equipment) temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
- c. Adequate bracing of entrance frames to prevent distortion during wall construction.
- d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
- e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
- f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
- g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

## B. Electrical and Life Safety:

1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller; This Proposal includes the installation of an in-car emergency elevator communication system for the benefit of the deaf, hard of hearing and speech impaired (the "Multimedia Equipment") in accordance with the current applicable requirements of both the International Building Code and ASME A17.1. Purchaser shall provide one permanent 110V 20 amp circuit with all piping and wiring to controller for the emergency elevator communication system. This Proposal does not, however, include the monitoring of any communications to and from that Multimedia Equipment and Purchaser (and any end user of the units) expressly acknowledge that it is solely their responsibility to ensure that any and all such communications are appropriately monitored in accordance with all applicable rules, codes, statutes and/or laws as a condition precedent to turnover of the units including but not limited to a modem and internet connection and a minimum of four (4) hours of battery backup for all communications.

### 2. Purchaser shall provide the following:

- a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
- b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
- c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
- d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
- e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;

# Modernization Proposal



- f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
- g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
- h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
- i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
- j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
- k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
- l. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

## C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;
2. Hydraulic jack replacement:
  - a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, TK Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at TK Elevator's standard labor rates as per the local office along with any additional expenses and materials required;
  - b. adequate ingress and egress, including ramping, for rail-mounted or truck-mounted drill rig;
  - c. Purchaser is responsible for pumping truck contractor to remove and dispose of spoils from the site. In the event that unforeseen and unfavorable below ground conditions are encountered, including but not limited to concrete around the cylinder, construction debris, adverse water and/or soil conditions, erosion, cavitations, oil contamination, or circumstances necessitating increased hole depth, etc., which require the employment of specialized contractors, TK Elevator shall immediately advise the Purchaser and costs will be extra to the contract;
  - d. in ground protection systems other than TK Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
  - e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
  - f. engineering, provision and installation of methane barriers or coordination/access;

# Modernization Proposal



- g. access to 2" pressurized water supply within 100'-0" of the jack hole location;
- h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment; obtaining of local environmental or disposal permits
- i. any spoils or water testing;

## 6. Working Hours, Logistics and Mobilization

- a. All work described in this Proposal shall be performed during TK Elevator's regular working days – defined as Monday thru Friday and excluding IUEC recognized holidays – and regular working hours – defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal - unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
- b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
- f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$5,000.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
- j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.

# Modernization Proposal



k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.

l. If site specific rules and regulations classify the elevator pit as confined space, elevator pits will need to reclassify a permit-required space to a non-permit required space prior to mobilization.

## 7. Temporary Use, Inspection and Turnover

a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$5,000.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.

b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$5,000.00 via change order prior to scheduling a re-inspection.

c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.

d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.

e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.

f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.

g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

## 8. MAX

# Modernization Proposal



MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

- a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
- b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
- c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
- d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
- e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
- g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

## 9. Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.

# Modernization Proposal



e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.

f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.

g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.

h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.

i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.

j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.

k. TK Elevator retains title to and a security interest in all equipment it supplies – which TK Elevator and Purchaser agree can be removed without material injury to the real property – until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located – without legal process – and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.

l. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.

m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.

n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension, indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.

# Modernization Proposal



o. In the event TK Elevator or Purchaser engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, the prevailing party will be paid for all costs thereof together with reasonable attorney's fees. Purchaser hereby consents to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located.

p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.

q. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.

r. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.

s. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.

In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address,

**Commented [JC3]:** Include language on amounts of coverage.

# Modernization Proposal



end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US; (ii) the UN Security Council; (iii) the EU and any EU member state; (iv) the UK; or (v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.

## 1. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties

**CHOICE OF LAW.** This Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas.

- (a) **JURISDICTION AND VENUE.** Any legal action to challenge or enforce the terms of the Agreement must be filed in the District Court of Finney County, Kansas. The parties hereto consent and agree to the exclusive jurisdiction of the State Courts sitting in Finney County, Kansas for all purposes.
- (b) **WAIVER.** The rights and remedies of Purchaser under this Agreement, as well as those provided by law, shall be cumulative, and none shall be exclusive of any other rights or remedies. A waiver by Purchaser of any breach or default shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.
- (c) **MODIFICATIONS.** This Agreement shall not be modified, amended, or changed except by written agreement signed by each Party to this Agreement.
- (d) **COMPLETE UNDERSTANDING; PRIOR AGREEMENTS.** This Agreement represents the complete understanding between CITY and RECIPIENT as to the subject matter hereof. No inducements, representations, understandings, or agreements, whether oral or written, have been made or relied upon in the making of this Agreement, except those specifically set forth in this Agreement.
- (e) **SEVERABILITY.** If any provision of this Agreement is held unenforceable or void, such provision shall be deemed to be severable and shall in no way affect the validity of the remaining terms of this Agreement.
- (f) **CHANGE OF LAW.** In the event any provision or part of this Agreement is invalid under applicable laws, such invalid provision or part shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or the enforceability of the remaining valid portions hereof be affected thereby.
- (g) **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. Delivery of signatures by electronic method, including electronic mail of PDF signature pages, shall have the same effect as an original signature.

# Modernization Proposal



## Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of One Hundred Thirty Thousand Six Hundred Seventy Seven Dollars and Seven Cents (\$130,677.07) plus any applicable sales tax.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

Unified School District 457  
(Purchaser):

TK Elevator Corporation Management Approval

By:

(Signature of Authorized Individual)  
Ken Kerr

(Print or Type Name)

(Print or Type Title)

(Date of Acceptance)

By:

(Signature of Branch Representative)

David Ferran  
Branch Manager

(Date of Execution)

**\*\*USD #457 is an active participant with the Omnia Cooperative Contract allowing for 20% reduced billing rates this submission has been formulated and is compliant with Omnia contract # #200502 allowing for the Omnia contractual rates to be applicable for all projects awarded between TK Elevator & USD457\*\*.**

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Jessica Nothern, Chief Financial Officer  
**DATE:** May 6, 2024  
**RE:** Horace Good Gyms Floor Refinishing

---

### **ISSUE:**

The Board of Education is asked to approve the bid from Creative Floors to sand and refinish the gym floors Horace Good.

### **BACKGROUND:**

Every summer district custodial staff put a new layer on these gym floors. The last time the floors were professionally refinished was in 2012. Creative Floors will come in and sand down the floor and then repaint lines and finish. This project was budgeted and planned as part of the 2024 Long Range Facilities Plan approved.

### **ALTERNATIVES:**

No other alternatives applicable

### **RECOMMENDATION:**

1. Approve the bid to contract with Creative Floors.
2. Deny the contract to Creative Floors.
3. Recommend an alternative solution

### **FISCAL NOTE:**

The total expense for this purchase is \$68,132.00. This purchase has been budgeted in the current fiscal year from the following account: 016 E 4700 21 7128 056 00 610  
Adequate balances are remaining for this purchase.

### **ATTACHMENTS:**

Board Packet – Creative Floors Bid

**Bid Tabulations**  
**Gym Floor Refinishing**  
**Horace Good Middle School**

Bid Opening: April 23, 2024

Bid 2024-27

	<u>Vendor</u>	<u>Bid</u>
1.	Creative Floors Coating & Design	<u><b>\$68,132.00</b></u>
2.	Great Plains Companies LLC	<u>no bid</u>
3.	Next Level Flooring	<u>\$70,523.00</u>
4.	Nichols Hardwood Floor	<u>no bid</u>
5.	Von Lentil Refinishing Inc	<u>no bid</u>

**RECOMMENDATION:** To accept the bid of Creative Floors Coating & Design in the amount of \$68,132.00.

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

016 E 4700 21 7128 056 00 610

Improvements - HGMS

**Bidders List**  
**Gym Floor Refinishing**  
**Horace Good Middle School**

**Creative Floors Coating & Design**

Paul Hildebrandt  
PO Box 3072  
Enid, OK 73702  
785.826.0031  
[paul@creativefloors-cd.com](mailto:paul@creativefloors-cd.com)

**Great Plains Companies LLC**

Rick Hilts  
830 Bramerton St  
Andover, KS 67002  
316.259.0686  
[hiltsrick@yahoo.com](mailto:hiltsrick@yahoo.com)

**Next Level Flooring**

Derek Schmidt  
2108 Yellowstone Dr  
Yukon, OK 73099  
405-650-1481  
[derek.nextlevelflooring@gmail.com](mailto:derek.nextlevelflooring@gmail.com)

**Nichols Hardwood Floor**

Shane Nichols  
Wichita, KS 67202  
316.350.4655  
[shaneandlindsay1@yahoo.com](mailto:shaneandlindsay1@yahoo.com)

**Von Lentil Refinishing Inc**

Jeff Vahling  
1015 Downing Ave  
Hays, KS 67601  
785.650.7040  
[jeffv@vlrinc.net](mailto:jeffv@vlrinc.net)

**BID OPENING: April 23, 2024**



## **MEMORANDUM**

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Jessica Nothern, Chief Financial Officer  
**DATE:** May 6, 2024  
**RE:** Plant Facilities – MT Mini Track Loader

---

### **ISSUE:**

The Board of Education is asked to approve the contract with Bobcat Equipment for the purchase of a MT100 Mini Track Loader.

### **BACKGROUND:**

Plant Facilities has expanded our scope of services in our Grounds Department. This past year we have begun drilling drywells in our playgrounds and around our buildings to increase the capacity to hold and retain site water runoff. We have also started the effort of replenishing our playground mulch. In both instances we are required to move large quantities of soil and mulch in very confined spaces. This Mini (Stand-on) Track Loader will allow our staff to move that material in larger quantities while saving their backs.

### **ALTERNATIVES:**

No other alternatives applicable

### **RECOMMENDATION:**

1. Approve the bid to contract with Bobcat Equipment-Sourcewell #040319-CEC
2. Deny the contract to Bobcat Equipment
3. Recommend an alternative solution

### **FISCAL NOTE:**

The total expense for this purchase is \$34,600.00. This purchase has been budgeted in the current fiscal year from the following account: 016 E 2630 19 0000 056 01 730  
Adequate balances are remaining for this purchase.

### **ATTACHMENTS:**

Board Packet – Bobcat Equipment  
Sourcewell # 040319-CEC Bid



Product Quotation  
 Quotation Number: **FM385429**  
 Quote Sent Date: **Mar 06, 2024**  
 Expiration Date: **Apr 05, 2024**

Prepared By  
**Frank Martin**  
 Phone: 620-338-5103  
 Email: [fmartin@whitestarmachinery.com](mailto:fmartin@whitestarmachinery.com)

Customer  
**USD 457**  
 1205 FLEMING ST  
 GARDEN CITY, KS, 67846-4751  
 Phone: +1 620 271 4479

Contact

Dealer  
**White Star Machinery, Garden City, KS**

Item Name	Item Number	Quantity	Price Each	Total
<b>MT100 Mini Track Loader</b>	M0115	1	40,109.00	40,109.00
<b>Standard Equipment:</b>				
25 HP Tier IV Diesel Engine			Lift Arm Support	
Auxiliary Hydraulics			Neutral Start Interlocks	
Attachment Interface Bob-Tach or CII (To accept approved attachments)			Parking Brake	
Built-In Tie Down & Crane/Lift Locations			ISO Pattern Joystick Travel Control	
Continuous Flow Shutoff Lever			Spark Arrestor Muffler	
Hydrostatic Drive Train			Tilt Lockout	
Counterweights - Includes (4) 30 pound weights			Tilt Steering	
Instrumentation:			Storage Cubby	
Hourmeter			Cup Holder	
Engine Temperature & Fuel Gauges			Tracks: Rubber, 7.1 inches Wide	
Voltmeter and Warning Lights			Machine Width 35.6 inches"	
Lift Arm Lockout With Manual Bypass				
<b>Bob-Tach Interface (MT100)</b>	M0115-R02-C01	1		
<b>Wide Track</b>	M0115-R09-C02	1		
<b>44" General Purpose Bucket</b>	7114581	1		
<b>Total for MT100 Mini Track Loader</b>				<b>34,6500</b>
			Quote Total - USD	34,600
			Dealer P.D.I.	0.00
			Sales total before Taxes	34,600
			Taxes	0.00
			<b>Quote Total - USD</b>	<b>34,600</b>

<b>Customer Acceptance:</b>	
Quotation Number: <b>FM385429</b>	Purchase Order: _____
 <b>Authorized Signature:</b>	
Print: _____	Sign: _____

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Roxie Schafer, Director of Technology  
**DATE:** May 6, 2024  
**RE:** Fluke DSX CableAnalyzer – network tester kit

---

### **ISSUE:**

The Board of Education is asked to consider and approve the purchase of a replacement Cable Analyzer

### **BACKGROUND:**

The technology department runs hundreds of feet of cable each summer to enhance our network services and install new safety and security equipment. It is imperative that we are able to successfully test our cables to ensure that they meet accuracy requirements. This Fluke tester offers various features such as testing for continuity, detecting open circuits, identifying cable faults, providing length measurements, and certifying cable installations to industry standards. Regularly testing and maintaining cables can also help prevent network downtime and ensure optimal performance.

### **ALTERNATIVES:**

1. Approve the purchase
2. Deny the purchase
3. Recommend an alternate solution

### **RECOMMENDATION:**

The Technology Department recommends that the Board of Education consider and approve the purchase of a replacement Cable Analyzer

### **FISCAL NOTE:**

\$14,000.00 to be paid from the following account: 008 E 2840 17 1000 017 01 430

The purchase falls under the following contract: USETPA 2108001 IT Equipment and Services

Available funds are available

### **ATTACHMENTS:**



# Fluke DSX CableAnalyzer DSX2-8000 - network tester kit

MFG # DSX2-8000

CDW # 5022063



~~\$14,703.14~~ Save \$1029.22

**\$13,673.92**

USETPA 2108001 IT Equipment and Services

Lease Pricing Available ⓘ

Not Yet Reviewed (0)

1



Availability: **2 units In Stock**

Get it **Wednesday, May 1** to **67846** by a CDW partner

Add to Cart

Buy Now

Add to Compare

Save to Favorites

## Quick Tech Specs

- 8000
- Network tester kit

View All ↓

## Know Your Gear

The DSX CableAnalyzers™ reduce the cost of Cat 5 through Cat 8 certification by two-thirds and features the industry's fastest test times (Cat 6A eight seconds) while meeting TIA Level 2G and IEC Level VI – the most stringent accuracy requirements.

The DSX integrates with LinkWare Live to let you manage jobs and testers from any smart device over Wi-Fi. The future-ready design supports modules for fiber testing (loss, OTDR and inspection). Troubleshoot faults faster with the Taptive user interface which graphically displays the source of failures including crosstalk, return loss and shield faults. Analyze test results and create professional test reports using LinkWare™ reporting software.

## Tech Specs

Expand all Specs +

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Overview



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Network & Communication



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Connectivity



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Display & Graphics



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Power

---



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Technical Information



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Product Information



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Included Items



---

Service & Support

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With full-stack expertise, CDW helps you design, orchestrate and manage technologies that drive business success.



What We Solve >  
Research Hub >  
Products >

My Account  
Quick Order Status

ABOUT US

Why CDW  
About Us  
Accessibility Statement  
Careers  
Diversity and Inclusion  
ESG  
Investor Relations  
International Solutions  
Locations  
Newsroom & Media  
Suppliers  
Sustainability

HOW CAN WE HELP

Customer Support / FAQs  
eProcurement  
e-Waste Recycling  
Leasing Services  
Product Recalls  
Product Finders  
CDW Outlet

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## **MEMORANDUM**

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Dr. Mike Dominguez  
**DATE:** 5/6/2024  
**RE:** Flooring options

---

### **ISSUE:**

This past January the BOE approved \$49,450 for carpet. The original intent was for the carpet to be installed at Plymell Elementary school in accordance with the Long-Range Facility Plan. However, as the boundary study progressed the carpet installation was paused. We now need direction on where to place the carpet.

### **BACKGROUND:**

This past January the BOE approved \$49,450 for carpet. The original intent was for the carpet to be installed at Plymell Elementary school in accordance with the Long-Range Facility Plan. However, as the boundary study progressed the carpet installation was paused. We now need direction on where to place the carpet. We have three options:

1. Place the carpet in Plymell as originally planned and bid out the removal of asbestos (this would most likely delay the process until next summer).
2. Place the carpet in Plymell without removing the asbestos (this could be done this summer assuming contractors are available).
3. Place the carpet in KHMS, while also considering the purchase of additional carpet to complete their building needs.

### **ALTERNATIVES:**

1. Discuss and vote to approve what option the board wants to pursue. There will be a bid for the asbestos removal from Plymell Elementary if you choose option 1.
2. Just move forward with the carpet in Plymell on top of the current flooring.
3. Place the carpet at KHMS. This would call for a bid on the extra carpet to complete the project.
4. Vote no.
5. Table.

### **RECOMMENDATION:**

Boards pleasure.

**FISCAL NOTE:**

The original approval was for \$49,450.00. If the board chooses a different option it would require more funding.

**ATTACHMENTS:**

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Dr. Mike Dominguez  
**DATE:** 5/6/2024  
**RE:** RSP updates

---

### **ISSUE:**

RSP updates will be provided after the final May 2, 2024 meeting.

### **BACKGROUND:**

The update will be related to the final meeting of the boundary committee meeting on May 2, 2024.

### **ALTERNATIVES:**

1. Discuss and vote to direct the leadership team with next steps.
2. No action.

### **RECOMMENDATION:**

Boards pleasure.

### **FISCAL NOTE:**

### **ATTACHMENTS:**