

Regular Board of Education Meeting

Thursday, June 20, 2024 5:00 PM

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

A. **PLEDGE**

B. **SILENT REFLECTION**

C. **MEETINGS OF NOTE**

1. Boundary Study Subcommittee Meetings - 1:30 pm - 3:30 pm in Conference Room A at the Educational Support Center. Three board members may be present.
 - June 26, 2024
 - July 10, 2024

D. **APPROVAL OF AGENDA**

E. **CONSENT AGENDA**

1. Minutes

- a. Minutes of the June 3, 2024, Regular Board of Education Meeting
2. Accounts Payable totaling \$8,991,610.59 noting that all major accounts contain adequate balances to meet current obligations.

3. Personnel

- a. Certified
- b. Classified

4. Other

- a. Consider adoption of a resolution to transfer funds
- b. The Board of Education is asked to consider and approve the disposal of curriculum resources no longer in use in the district.
- c. Consider and approve the following handbooks:
 - ESOL Handbook
 - ESOL Newcomers Handbook
 - Professional Development Council Handbook
 - Special Education Handbook
 - Transportation Student Handbook
 - Intermediate Student Handbook
 - Elementary Student Handbook
 - GC Achieve Student Handbook
 - SAT Team Handbook
 - Therapeutic Education Program Handbook
 - Virtual Academy Student Handbook
 - Virtual Academy Adult Handbook

- d. The Board of Education is asked to consider and approve the agreement between the Therapeutic Education Program and Compass Behavioral Health and Unified School District #457, Garden City Public Schools for behavior health treatment and special education services.

- e. The Board of Education is asked to consider and approve the Certified Physical Therapist Services Agreement between Unified School District #457, Garden City Public Schools and Jessica King for the 2024-2025 school year.

- f. The Board of Education is asked to consider and approve the Memorandum of Understanding between Unified School District #457, Garden City Public Schools and Finney County Department of Corrections Jail.

g. The Board of Education is asked to consider and approve the agreement between Unified School District #457, Garden City Public Schools and Kansas Educational Technology Consortium, Inc. (WebKIDSS) in the 2023-24 school year, for the amount of \$10,669.23.

h. That the Board of Education consider and approve the Dual Credit Cooperative Agreement between Garden City Community College and Unified School District #457, Garden City Public Schools for Enrollment of Secondary Students for the 2024-2025 school year.

F. **NEXT BOARD MEETING**

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

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

H. **ADJOURNMENT**

I. **ACCOUNTS PAYABLE REVIEW: Jackie Gigot and Robin Bergkamp**



DRAFT* MINUTES *DRAFT

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

Monday, June 3, 2024 - 6:00 PM

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

The Board of Education of Garden City USD 457 met for a Regular meeting on Monday, June 3, 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; and Drew Thon, Chief Human Resources Officer.

John Wiese called the meeting to order at 6:11 PM. The meeting opened with the Pledge of Allegiance.

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

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

C.APPROVAL OF AGENDA – That the Board of Education approve the agenda with the following amendments:

C.1.Add Item D; MEETINGS OF NOTE

C.2.Additional certified and classified personnel actions for consideration, Item# F.3

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

D.MEETINGS OF NOTE

D.1.BOE Policy Review Meeting - June 4, 2024. The meeting will be divided into one session between 8:30 a.m. and 12:30 p.m. in Conference Room A at the Educational Support Center. Three board members may be present at each session.

D.2.Boundary Study Subcommittee Meetings - 1:30 p.m. - 3:30 p.m. in Conference Room A at the Educational Support Center. Three board members may be present.

- June 12, 2024
- June 26, 2024

- July 10, 2024

E.DELEGATIONS, Q & A, PUBLIC COMMENTS, RECOGNITIONS, COMMITTEE REPORTS – None

F.CONSENT AGENDA

I move to approve all consent agenda items as amended. This motion, made by Nathan Haeck and seconded by Mark Hinde, Carried.

Bergkamp: Yea
Fahrmeier: Yea
Gigot: Yea
Haeck: Yea
Hinde: Yea
Ralston: Yea
Wiese: Yea

Yea: 7, Nay: 0

F.1.Minutes

F.1.a.Minutes of the May 20, 2024, Regular Board of Education Meeting – Approved as presented.

F.1.b.Accounts Payable totaling \$497,121.07 noting that all major accounts contain adequate balances to meet current obligations – Approved as presented.

F.2.**Personnel** – All certified and classified personnel actions were approved as presented.

F.2.a.Certified:

Resignations: Andrea Miller, Jessie Pinchon, Nicole Russo, Caleb Short

Appointments: Alexa Aldaco, Elida Hernandez, Reagan Hill, Christi Lewis, Tyler Meng, Cassi Myerhoff, J. Bryce Myerhoff, Sarah Stucky

Transfers:

- Angela Denton – from fourth grade position at Alta Brown Elementary School to instructional coach position at Alta Brown Elementary School.
- John Ford – from physical education/health position at Garden City High School to activity facilitator position at Garden City High School.
- Daniella Garcia – from kindergarten position at Gertrude Walker Elementary School to kindergarten position at Alta Brown Elementary School.
- Kathryn Hahn – from social studies position at Horace Good Middle School to family and consumer science position at Horace Good Middle School.
- Cheryl Harris – from third grade position at Alta Brown Elementary School to library media specialist position at Alta Brown Elementary School.
- Katie Knechtel-Steinle – from kindergarten position at Plymell Elementary School to first grade position at Victor Ornelas Elementary School.
- Beatriz Martinez – from mathematics position at Garden City High School to physical education position at Bernadine Sitts Intermediate Center.
- Mary Morton – from second grade position at Jennie Barker Elementary School to second grade position at Abe Hubert Elementary School.
- Stacy Oller – from fourth grade position at Plymell Elementary School to kindergarten position at Plymell Elementary School.
- Amber Potts – from science position at Horace Good Middle School to administrator TOSA position at Horace Good Middle School.
- Veronica Reyes – from second grade position at Buffalo Jones Elementary School to library media specialist position at Buffalo Jones Elementary School.
- Katrina Unger – from library media specialist position at Plymell Elementary School to first grade position at Plymell Elementary School.

- Amber Vigil – from first grade position at Plymell Elementary School to fourth grade position at Plymell Elementary School.
- Casey Wise – from instructional technology coordinator position at the Educational Support Center to director of technology position at the Educational Support Center.

CONTRACT RECOMMENDATION:

- Requesting that the recommendation on May 6, 2024 for Allan Garcia be changed from non-renewal to renewal effective for the 2024-25 academic year. Allan has completed testing requirements for Kansas teaching license.

TUITION REIMBURSEMENT AGREEMENTS:

- Violet Johnson – Master’s Degree
- Sompathana Phitsanoukanh – Master’s Degree

POSITION REQUEST:

Whitney Linenberger, Garden City High School associate principal, is requesting the following position changes effective for the 2024-25 academic year:

- Close 1.0 Spanish position at Garden City High School.
- Open 1.0 AVID/Career Exploration position at Garden City High School.

F.2.b.Classified:

Terminations: Cripsia Dilbert Rivera, Adelita E. Shaddix

Resignations: Terren Shane Faurot, Aaron Jacobs, Donna M. Kitch, Susana Montoya, Elizabeth Trejo Ortiz, Renae Nicole Pennington, Emily M. Smith, Ashlie Amber Sosa

Assignments: Sara Reep

Transfers:

- Rosa Carrillo from Sub Custodian at Plant Facilities to Custodian I at Buffalo Jones Elementary School
- Alberto Castillo from Head Custodian: Custodian II at Buffalo Jones Elementary School to Head Custodian: Custodian II at Gertrude Walker Elementary School
- Mario Colon from Night Custodian I at Garden City High School to Night Custodian II at Edith Scheuerman Elementary School
- Kimberly A. Gossman from Bus Driver Trainer at Transportation to Mechanic at Transportation
- Francisca Ortiz from Night Custodian II at Edith Scheuerman Elementary School to Head Custodian II at Edith Scheuerman Elementary School
- Shakira Ruiz from Leas Night Custodian II at Garden City High School to Custodian II at Buffalo Jones Elementary School

G.UNFINISHED BUSINESS

G.1.KASB Renewal - Kansas Association of School Boards annual membership renewal for the 2024-24 year - in the amount of \$18,124.94 Josh Guymon, Assistant Superintendent and Drew Thon, Chief Human Resource Officer presented information to the Board about how the district’s KASB membership is utilized.

Board members’ questions were answered.

I move to approve the annual membership renewal for the 2024-24 year - in the amount of \$18,124.94. This motion, made by Nathan Haeck and seconded by Andy Fahrmeier, Carried.

Bergkamp: Yea

Fahrmeier: Yea

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

H. NEW BUSINESS

The Board of Education is asked to consider and approve a quote for AVID membership and AVID Weekly Secondary supplemental materials - in the amount of \$15,552.00. Dr. Maria Gomez-Rocque, Deputy Superintendent presented information about the AVID program. The AVID Weekly supplemental materials allow students enrolled in the AVID elective to access multiple academic resources each week to practice and develop academic skills including writing, inquiry, collaboration, organization and reading.

Board members' questions were answered.

I move to approve the quote for AVID membership and AVID Weekly Secondary supplemental materials in the amount of \$15,552.00. This motion, made by Andy Fahrmeier and seconded by Randy Ralston, Carried.

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

The Board of Education is asked to consider and approve the continuation of Read 180, an existing curriculum resource, in the amount of \$57,380.00 and professional development - in the amount of \$7,560.00. Dr. Maria Gomez-Rocque, Deputy Superintendent and Monica Diaz, Title Programs and Services Coordinator presented information to the board about the Read 180 program. Read 180 is an intervention program designed to enhance reading comprehension, academic vocabulary, and writing skills for struggling students. Garden City Public Schools has a history of utilizing this program for 5th-12th grade students who are English as a Second Language learners or in Special Education.

Board members' questions were answered.

I move to approve the continuation of Read 180 as presented. This motion, made by Randy Ralston and seconded by Nathan Haeck, Carried.

Bergkamp: Yea
Fahrmeier: Yea
Gigot: Yea
Haeck: Yea

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

H.1. The Board of Education is asked to consider and approve a quote from Bullseye in the amount of \$30,000.00. Dr. Maria Gomez-Rocque, Deputy Superintendent presented information about Bullseye. Bullseye is a platform that will allow instructional leaders to provide feedback to teachers during walkthroughs. It will assist leaders in providing measurable action steps to improve instructional practices while also tracking Wildly Important Goals (WIGs).

Board members' questions were answered.

I move to approve the quote from Bullseye in the amount of \$30,000.00. This motion, made by Nathan Haeck and seconded by Robin Bergkamp, Carried.

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

H.2. The Board of Education is asked to consider and approve the Procurement Plan, Meal Charge Policy, and meal price changes for the 2024-25 school year. Josh Guymon, Assistant Superintendent

Each school year Nutrition Services is obligated to bring forth the Nutrition Service's meal charge policy, procurement plan and school lunch prices for approval.

Board members' questions were answered.

I move to approve the Procurement Plan, Meal Charge Policy, and meal price changes for the 2024-25 school year. 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

H.3. The Board of Education is asked to consider and approve a quote for elevator drive replacement at Abe Hubert Elementary School - TKE Elevator Corporation - in the amount of \$29,674.24 Josh Guymon, Assistant Superintendent

Board members' questions were answered.

I move to approve the quote for elevator drive replacement at Abe Hubert Elementary School - TKE Elevator Corporation - in the amount of \$29,674.24. 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

H.4 The Board of Education is asked to consider and approve a bid for replacement of HVAC at Transportation office - Tatro - in the amount of \$162,634.00. Josh Guymon, Assistant Superintendent presented the following information. As part of the Long-Range Plan for 2024, the district allocated and planned to replace the unit that serves the Transportation office. Board members' questions were answered.

I move to accept the bid of Tatro - in the amount of \$162,634.00. 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

I. BOARD OPEN DISCUSSION

- **Robin Bergkamp** stated that she wishes the teachers a great summer break and stated that she was appreciative of information brought back to the board, she stated that the Board sometimes asks a lot of questions and that they may sometimes seem silly but that it is comforting for those up there making decisions to have a little more information. She also stated that they had the first subcommittee meeting for the boundary study and that they had some good conversations.
- **Nathan Haeck** stated he would like to thank Shane Faurot, Plant Facilities Director, who is stepping down from his position for all his hard work. He stated he wishes the students and teachers a great summer and that he is grateful to those helping out with summer school. He thanked Drew Thon for his hard work on the new hires for the district. He also stated that he is excited that the board is continuing to move forward with the boundary study and that they will

make a decision on what they need to do, that they have not stepped back and he is excited about where they are going with it.

- **Randy Ralston** stated that the district had a good year and that it went fast, he stated that is obvious that everyone works hard and he appreciates it.
- **Mark Hinde** stated that he missed having a building presentation tonight and that he missed seeing to kids' smiling faces presenting to the board. He also thanked the administration for bringing information before the board and answering all their questions. He also wished the teachers a great summer and hopes they come back refreshed.
- **John Wiese** stated that he appreciates the year-round staff that are getting prepared for the next school year and that he hopes the teachers and students have a safe and enjoyable summer and that he looks forward to having them back in the fall.
- **Dr. Dominguez** stated that summer school started today, he also stated the district is going good in recruiting and retention and that board policies are being reviewed in an upcoming meeting.

J.NEXT BOARD MEETING

The next meeting of the Board of Education will take place on June 20, 2024, at 5:00 P.M. in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas

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

K.1.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 15 minutes, to discuss negotiations for the 2024-25 school year pursuant to the exception for employer-employee negotiations under KOMA, beginning at 6:50 p.m. and the open meeting will resume in the Board Meeting Room at 7:05 p.m. I would like to invite Dr. Dominguez, Josh Guymon and Drew Thon to join us in executive session. 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

Board members returned to the board meeting room and the following action took place.

That the Board of Education extend the executive session for 15 minutes beginning at 7:07 P.M. and the open meeting will resume at 7:22 P.M. This motion, made by Randy Ralston and seconded by Mark Hinde, Carried.

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

Board members returned to the board meeting room and the regular meeting resumed.

L.ADJOURNMENT – Being no further business to come before the board, the following action took place.

That the Board of Education meeting be adjourned at 7:22 P.M. This motion, made by Nathan Haeck and seconded by Mark Hinde, Carried.

Bergkamp: Yea

Fahrmeier: Yea

Gigot: Yea

Haeck: Yea

Hinde: Yea

Ralston: Yea

Wiese: Yea

Yea: 7, Nay: 0

M.ACCOUNTS PAYABLE REVIEW - Mark Hinde and Randy Ralston

Respectfully submitted,

Approved:

Jennifer Ramos, Clerk

John Wiese, President

BOARD OF EDUCATION

Certified Personnel Actions

June 20, 2024

RESIGNATIONS:

Mindy Greene, career school counselor at Garden City High School, is submitting her letter of resignation effective June 18, 2024.

Alisha Wehkamp, kindergarten teacher at Jennie Wilson Elementary School, is submitting her letter of resignation effective May 24, 2024.

Maryjane White, instructional coach at Jennie Wilson Elementary School, is submitting her letter of resignation effective May 24, 2024 and requesting waiver for the \$2,500 liquidated damages fee.

APPOINTMENTS:

Anna Ansit, Beaumont, Texas, is recommended for a mathematics position at Garden City High School effective for the 2024-25 academic year. She has eleven years' experience.

Ruby Aseniero, Leyte, Philippines, is recommended for an elementary position with building to be determined effective for the 2024-25 academic year. She has 22 years' experience.

Ronald Daquipil, Zamboanga City, Philippines, is recommended for a fourth grade position at Alta Brown Elementary School effective for the 2024-25 academic year. He has thirteen years' experience.

Barbara Hauschild, Garden City, Kansas, is recommended for an interventionist position at Buffalo Jones Elementary School effective for the 2024-25 academic year. Barbara is a former USD 457 teacher and principal with 34 years' experience.

Raghi Kalarikkal, Garden City, Kansas, is recommended for a science position at Alta Brown Elementary School effective for the 2024-25 academic year. She will be a MST participant through Newman University.

Maria Martin, Calbiga Samar, Philippines, is recommended for a kindergarten position at Gertrude Walker Elementary School effective for the 2024-25 academic year. She has eight years' experience.

Jesyka Perez-Cabrera, Garden City, Kansas, is recommended for a science position at Alta Brown Elementary School effective for the 2024-25 academic year. She is a former USD 457 teacher with ten years' experience.

TRANSFERS:

Michelle Spangler – school nurse position at Kenneth Henderson Middle School to school nurse position at Garden City High School.

Alyssa Basilio – school nurse position at Garden City Achieve / Georgia Matthews Elementary School to school nurse position at Kenneth Henderson Middle School.

POSITION REQUESTS:

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

- Close 1.0 interventionist position.
- Open 1.0 JROTC instructor position at Garden City High School.

BOARD OF EDUCATION
Classified Personnel Actions

June 20, 2024

RETIREMENTS	POSITION	BUILDING	DATE
Benigno Chairez	Custodian I: Night Custodian	Garden City High School	6/28/24
Elaine Garcia	Office Assistant I	Victor Ornelas Elementary School	5/31/24
Susana Montoya	Nutrition I	Bernadine Sitts Intermediate Center	5/23/24

RESIGNATIONS	POSITION	BUILDING	DATE
Elena Ramirez Carrillo	Special Education Paraprofessional II: Self Contained	Garfield Early Childhood Center	5/23/24
Ofelia Rodriguez	Office Assistant II	Garden City Achieve/ Therapeutic Education Program	6/11/24

ASSIGNMENTS	POSITION	BUILDING	DATE
Maria Paula Miranda Gomez	Substitute Custodian	Plant Facilities	6/18/24
Antonia I. Hernandez Lopez	Substitute Custodian	Plant Facilities	6/18/24
Manuela Rios	Substitute Custodian	Plant Facilities	6/10/24

OTHER:

Drew Thon, Chief Officer of Human Resources, is requesting the following position changes for the 2024-2025 academic school year:

Open 1.0 JROTC Program Instructor at Garden City High School due to military requirements. This is continue the program based on increased student participation.

Re-Classification of the Substitute Specialist from a Job Grade 12 to Job Grade 13 also included is cell phone allowance, beginning 7/1/2024, \$80.00/month.

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Jessica Nothern, Chief Financial Officer
DATE: June 17, 2024
RE: Year End Transfers Resolution

ISSUE:

The Board of Education is asked to approve a Resolution to authorize the transfer of remaining funds.

BACKGROUND:

This resolution is presented to the Board each year in June to authorize the Superintendent or Chief Financial Officer the ability to transfer remaining funds from General Fund and the LOB Fund to various funds after all expenses have been paid or encumbered. Final transfer amounts are not determined until year end close out is complete.

ALTERNATIVES:

No other alternatives applicable.

RECOMMENDATION:

1. Approve the Resolution.
2. Deny the Resolution.
3. Recommend an alternative Resolution.

FISCAL NOTE:

The fiscal impact will change as I close the year out with final expenditures. Transfers will be made from General Fund and LOB to various funds to spend the full authority from the State.

ATTACHMENTS:

Resolution

RESOLUTION

WHEREAS, an undetermined amount will remain in the budgeted funds of the General Fund, and this amount may be transferred to other funds under the direction of the Board of Education; and

WHEREAS, transfers may be made in specific amounts, and the final amount may be transferred upon determination of that specific amount by the official auditor for the school district; and

WHEREAS, such transfers are properly made before the end of the fiscal year and are applicable to funds contained in the budget of that year.

THEREFORE, BE IT RESOLVED, that the Board of Education, Unified School District #457, Finney County, State of Kansas, hereby authorizes the Superintendent or Chief Financial Officer to make transfers of remaining funds subject to receipt of state aid in July as they deem necessary.

Adopted this 20th day of June, 2024, by the Board of Education of USD #457, Garden City, Finney County, Kansas.

Attest: _____

Jennifer Ramos
Clerk of the Board

John Weise
President

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Dr. Maria Gomez-Rocque, Deputy Superintendent
DATE: June 13, 2024
RE: Disposal

ISSUE:

The Board of Education is asked to consider and approve the disposal of curriculum resources no longer in use in the district.

BACKGROUND:

The GCHS Freshman Academy is asking permission to dispose of curriculum resources that are not currently in use and are as follows:

Science Essential Interactions I-IV Copyright 2001
Centre Point Learning ISBN 1-930799-00-4

Holt Algebra I Copyright 2007 ISBN 0-03-035827-2

Glencoe Human Sexuality Copyright 2015 McGraw-Hill Education 978-0-02-140718-7

ALTERNATIVES:

Approve the disposal of the curriculum resources no longer in use.

Do not approve the disposal of the curriculum resources no longer in use.

RECOMMENDATION:

The Curriculum and Instruction department recommends that the Board of Education consider and approve the disposal of curriculum resources that are no longer in use at GCHS.

FISCAL NOTE:

Not applicable

ATTACHMENTS:

None

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Gina Galpin, Director of Special Education
DATE: 06/20/2024
RE: Therapeutic Education Program Agreement

ISSUE:

The Board of Education is asked to consider and approve the updated Therapeutic Education Program (TEP) Agreement with Compass Behavioral Health for the 2024-25 school year.

BACKGROUND:

USD 457 partners with Compass Behavioral Health for our Therapeutic Education Program. The TEP provides mental health services by Compass staff daily through case management, attendant care, and group therapy. Every student who attends the TEP has access to Compass services throughout the school day. The TEP is an alternate placement for students in USD 457 who have significant social-emotional needs and/or severe emotional disabilities/disturbances.

ALTERNATIVES:

RECOMMENDATION:

Approve the Agreement with Compass Behavioral Health for the TEP program.

FISCAL NOTE:

None

ATTACHMENTS:

Agreement

THERAPEUTIC EDUCATION PROGRAM

AGREEMENT

THIS AGREEMENT, made and entered into by and among COMPASS BEHAVIORAL HEALTH (Compass), and UNIFIED SCHOOL DISTRICT NO. 457 (USD 457). Both having principal offices in Garden City, Finney County, Kansas, as hereinafter set forth:

WITNESSETH, That:

WHEREAS, the parties desire to enter into a relationship by and through which to provide a community-based, integrated model of behavior health treatment and special education services in meeting the significant emotional and behavioral needs of primary and secondary students; and,

WHEREAS, by virtue of the purposes for which each is organized, each party hereto has available certain areas of expertise in personnel and services as well as access to funding which the party can make available for this purpose and which, when combined with the personnel and services and funding of the other party, will provide greater benefit for those students and the families of the students for whom services are provided through the community-based programs to be established hereby;

NOW, THEREFORE, in consideration of the recitals and the terms and conditions as hereinafter contained, and the performance thereof by the parties hereto, it is agreed:

- 1) **Program.** There shall be established and maintained a community-based mental health and education program to be known and identified as the Therapeutic Education Program, or TEP.
- 2) **Objectives.** It shall be the purpose and objective of the TEP, in addition to those stated in the foregoing recitals, which are deemed incorporated by this reference, to
 - (a) Serve high risk and severely emotionally disturbed students who are impaired to an extent they cannot benefit from regular or special education services provided in and through USD 457, and who will benefit from intensive community-based mental health services to be provided by TEP;
 - (b) Serve high risk and severely emotionally disturbed youth who are returning from residential and hospital mental health programs that may require a transition within the community before returning to a regular school program.

- (c) Return youth participating in TEP to their regular school program as soon as therapeutically and realistically possible; and,
 - (d) Provide, to the extent possible and for each identified child served, student mental health services and family support services, and seek to provide successful experiences, establish trusting relationships, build basic academic skills and promote self-governance.
- 3) **Service Area.** TEP shall be available to students who are residents of and enrolled in school in USD 457, subject to selection as herein provided.
 - 4) **Students Served.** TEP is intended to service those students eligible to attend public school, grade levels K-12, or until the students have completed their educational program, per IDEA regulations as from time to time in force and effect. For each student identified for participation and who participates in TEP, there shall be developed both an approved treatment plan by the mental health component of the program, and an individualized education plan, a 504 plan or an individualized learning plan, as determined appropriate, by the education component of the program, and the student and the student's family shall be provided services in accordance with such plans. Education plans should demonstrate that a behavioral support plan has been fully developed and implemented unless it has been deemed an "immediate need".
 - 5) **Program Year.** TEP shall operate on a fiscal year, school year, and be conducted based upon the regular school calendar of USD 457. A summer school program may be provided, without obligation of educational services to the participating students.
 - 6) **Service Location.** TEP shall be conducted and provided in Garden City, Kansas, at the current USD 457 facility, with a street address of 1312 North 7th Street, Garden City, KS 67846. USD 457 will be responsible for the computers, hardware, furnishings and equipment essential for the delivery of educational services. Compass will be responsible for the computers, hardware, furnishings and equipment essential for the delivery of mental health services. If Compass operates their Summer Program from this site, maintains their staff in this site during the months of June and July, Compass shall reimburse USD 457 in the amount of \$1000 per month (\$2000 total) to be paid to USD 457 in August. USD 457 will invoice Compass for this amount.
 - 7) **Student Transportation.** USD 457 shall be responsible for providing necessary transportation to the TEP facility of enrolled students. USD 457 shall be responsible for providing necessary transportation for approved TEP program field trips, subject to USD 457 field trip request procedures.
 - 8) **Insurance and Liability.** Each of the participating parties to this agreement shall maintain appropriate and necessary insurance covering the operation of TEP, including the conduct of such party's employees assigned to or providing services for TEP, and will, upon request, provide proof thereof to any other party hereto so requesting. The insurance coverage to be maintained shall at a minimum include:

- (a) Workers' compensation insurance covering all personnel assigned to TEP, to provide statutory benefits as required by the laws of the state of Kansas, with each of the parties hereto providing at the cost of such party such insurance for and upon those persons such party selects, employs and provides to and for the program.
- (b) Comprehensive general liability against claims for bodily injury, death or property damage. Such insurance shall also include coverage against liability for bodily injuries or property damage arising out of the use by or on behalf TEP of any owned, non-owned or hired automotive equipment.
- (c) Fidelity bonds on such employees of TEP and in such policy amounts as may from time to time be approved by the parties, to the extent any such employees handle or are in charge of program funds and are not otherwise so insured.
- (d) Such other insurance as may be reasonably requested by the parties, or any governmental organization or agency with jurisdiction of TEP or its components.

Any and all such policies of insurance shall where appropriate name the other party as an additional party insured, as their respective interests may appear, and shall be effected under policies issued by companies approved by the parties and qualified to so act in the state of Kansas.

9) Property Loss or Damage. Each of the parties to this agreement shall bear the risk of loss as to property provided by such party for or the operation of TEP.

10) Program Administration. Responsibility for the administration of the TEP program shall be joint. USD 457 will be responsible for the administration of the education component. In addition, USD 457 shall be responsible for all building level functions of TEP, and shall hire/appoint an employee and assign responsibility therefore. Compass will be responsible for the administration of the mental health component of TEP, and shall hire/appoint an employee and assign responsibility therefore. Program administration shall be deemed to include the educational program administrator and the mental health program administrator. The services of any such administrator shall not be required to be full time.

11) Screening Committee. TEP shall establish and maintain a screening committee for purposes of reviewing and establishing need, and admitting students. Referrals for participation in TEP shall be made by USD 457, Compass or parent/guardian. The screening committee shall be composed of the TEP administrators (Compass and School), Compass Case Manager, the Special Education Director for USD 457, the TEP school Psychologist, TEP classroom teacher (non-voting) and the school building administrator (non-voting) and school psychologist of attendance center where the student is enrolled (non-voting). To the extent necessary or appropriate, the members of a student's IEP team shall also serve on the screening committee with regard to the admission of such student to TEP.

12) Procedures: Rules and Regulations. Procedures governing referrals, admission, discharge, behavior, follow-up activities and other similar matters concerning the operation of TEP shall be adopted by the parties and made available in the form of a Parent and Student Handbook. The parties may further define rights and responsibilities of the parties hereto as well as participating students with respect to the operation of TEP by means of adopted rules and regulations. The program administrators shall have the authority to adopt procedures, subject always to the right of either of the parties to this agreement to rescind such procedures. Rules and regulations shall be approved by both of the parties hereto, and shall not be deemed effective in the absence of such approval. For any meeting of the Program Administration and Screening committees, a majority of those members present shall constitute a quorum for the purpose of conducting business.

13) Program Capacity. TEP capacity shall be determined from year to year in conjunction with establishing the program budget. The TEP administrators shall report to and advise the parties, as and when necessary and upon request, with regard to staffing needs. The parties shall utilize all reasonable means to ensure the integrity of TEP. There shall be no requirement upon either of the parties to admit a student to the program which would cause the identified capacity of the program to be exceeded.

14) Personnel and Materials. The personnel and supplies required to operate TEP shall be provided as follows, at the cost of the providing party unless otherwise in this agreement provided to the contrary:

(a) Compass will (i) select and employ the administrator of the mental health component of TEP, and such qualified and appropriately certified and/or licensed professionals assigned by Compass to TEP as necessary to the performance by Compass of its duties under this agreement, (ii) provide personnel necessary for crisis intervention services, and (iii) provide part-time consultation and direct service from various Compass staff, including psychiatrists, finance manager, executive director, director of clinical programs, and clinical therapists, to assist with program needs and total agency coordination.

(b) USD 457 will (i) provide the physical facility, usual and customary furnishings, and routine and necessary maintenance thereof, (ii) provide necessary custodial/janitorial services, (iii) select and employ the educational staff, inclusive of certified special education teachers, and special education paraeducators, (iv) provide to the extent available special education related service, inclusive of occupational therapist, physical therapist, SLP, community liaison/behavioral specialist, transition-vocational specialist, and

school psychologist; (v) provide necessary educational testing materials, (vi) provide specialized education curriculum materials and equipment, (vii) provide all normal instructional materials and supplies, including any and all textbooks necessary and appropriate for transition parallel instruction, (viii) provide necessary technology, inclusive of computers, peripherals, and software, (ix) provide part-time consultation and direct service from various USD 457 administrators and staff to provide necessary administration, including but not limited to, development and maintenance of IEPs, and evaluation of TEP program personnel, and (x) provide/assign the administrator for the educational component of the TEP program, who will also serve as school principal, pursuant to Section 10, infra.

- (c) The TEP program secretary shall be employed by Compass, Compass will pay her full Salary and Benefits. Compass **and** USD 457 will provide program secretary with a list of specified duties. Secretary will complete job duties for both agencies as are outlined and requested.
- (d) Access to nursing care will be provided by both parties. Compass will be responsible for the cost of and furnish nursing services required by virtue of a mental health issue or requirement. USD 457 will be responsible for the cost of and furnish nursing services required by virtue of a physical health or educational program issue or requirement.

15) Funding. The anticipated revenue sources for TEP costs, for operation, shall be USD 457 General and Capital Outlay Funds; State Categorical Aid for certified staff and paraeducators, Medicaid, Medicare, Private Insurance billing, employer assistance programs (EAPs), grants, and private gifts. Program costs shall be funded by the parties according to such costs being related to mental health services or education services, in the manner as set forth below. In every event the parties shall mutually cooperate and act so as to maximize the contribution of federal and state funds toward payment of program costs.

- (a) Mental health costs for the program shall include (i) the salaries and benefits provided to the mental health program administrator and other mental health staff of the program employed by Compass; (ii) student incentive items and activities; and (iii) mental health staff transportation.
- (b) Educational costs for the TEP program shall include (i) the salary and benefits provided to the educational program administrator, special education teachers, paraeducators, and specialists, employed by USD 457; (ii) student

transportation; (iii) classroom furnishings, instructional materials; (iv) student materials for classroom and recreation activities; and (v) copy machine.

- (c) Compass shall provide billing and accounting services necessary to cover the mental health costs of the program, to the extent of any agreement between the parties for third-party billing for any such services.

16) Program Budget. No less than once each fiscal year the parties shall prepare a budget, based upon a chart of accounts as mutually approved, setting forth the estimated receipts and expenditures (capital, operating and other) of the program for the period covered by the budget. When approved by the governing body of each of the parties, the parties shall in good faith use their best efforts to implement such budget and the TEP program, and shall be authorized, without the need for further approval by the other party, to make the expenditures and incur the obligations as contemplated herein and provided for in such approved budget.

17) Party Compensation. Except as may be expressly provided for herein, or in the annual budget, or hereafter approved by the parties, no payment will be made by the TEP project to any party for the services of such party or any officer, agent or employee of any party.

18) Term. This agreement shall be deemed to continue from school year to school year, unless terminated by the parties as herein provided. Either party may elect not to continue this agreement upon completion of the TEP term in process, upon advance written notice to the other party made and given on or before February 1 of the then current school year.

19) Termination. In the event either party decides or finds it necessary to reduce provision of services and/or funding from that provided in this agreement or established as a component of the TEP budget, such party shall give written notice of any such intended reduction to the other party no later than February 1, and in advance of the effective date of such reduction. In the event any such reduction in services and/or funding renders it impossible or impractical for the remaining party to continue the TEP project, this agreement shall automatically terminate and the program shall be discontinued, subject to outstanding contractual obligations, likely at the end of the then current school term. This agreement shall be subject to change or termination by the Legislature of State of Kansas. Upon withdrawal of any party the assets (tangible personal property) provided by such party for the benefit and use of the TEP project shall be returned to such withdrawing party. Upon termination of this agreement for any reason all assets then being utilized for the benefit of TEP shall remain the property of the party paying for or contributing the same, and shall be returned to the possession of such contributing party.

20) Continuing Obligation. The termination of this agreement shall not give rise to liability on the part of either party hereto for continuation of services to any TEP participant not the responsibility of or being provided by such party.

21) **Relationship.** The nature of the relationship between the parties is that of a joint venture intended to effect intergovernmental and interagency cooperation, and no other relationship by way of agency or partnership is intended hereby nor shall any be implied.

22) **Notices.** All notices, demands or requests provided for or permitted to be given pursuant to this agreement must be in writing. All notices, demands and requests to be sent to any party shall be deemed to have been properly given or served by depositing the same in the United States mail, postage prepaid and registered or certified with return receipt requested, and addressed to the party as follows

Compass Executive Director
 Compass Behavioral Health
 P.O. Box 477
 Garden City, KS 67846

USD 457 Superintendent
 Unified School District 457
 1205 Fleming
 Garden City, KS 67846

23) **Governing Law.** This agreement and the obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the state of Kansas.

24) **Entire Agreement.** This agreement, together with all exhibits and documents referred to herein, contains all of the terms and conditions agreed upon by the parties with respect to the undertaking contemplated, and shall not be amended or modified except by a written instrument signed by all of the parties.

25) **Waiver.** No consent or waiver, express or implied, by any party to or of any breach or default by another party in the performance by the other of any obligation hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligation of such party hereunder.

26) **Severability.** If any part, term, or provision of this agreement or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this agreement which can be given effect without the invalid provision or application, and to such end the provisions of this agreement are deemed to be severable.

27) **Headings.** Headings are inserted for ease of reference, and shall not be deemed to define, limit, or extend the scope or intent of the section to which they pertain.

28) **Further Assurances.** Each party agrees to and shall perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes herein expressed.

29) **Approvals.** To the extent this undertaking shall be deemed an agreement for interlocal cooperation, subject to and governed by the provisions of K.S.A. 12-2901, or any similar provision applicable to public education in the state of Kansas, the

parties shall mutually provide their full faith and effort in securing the approval hereof by the Office of the Attorney General, the Kansas State Board of Education, or any other appropriate agency.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date set opposite their hand and seal, intending that the same shall have an Effective Date of _____.

COMPASS BEHAVIOR HEALTH

(date approved)

BY: _____
Executive Director

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

(date approved)

BY: _____
President

Attest: _____
Clerk

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Gina Galpin, Director of Special Education
DATE: 06/11/2024
RE: J. King PT Agreement

ISSUE:

The Board of Education is asked to consider and approve updated agreement to contract physical therapy services with Jessica King.

BACKGROUND:

USD 457 does not employ a full-time Physical Therapist (PT) to provide services to our students in special education due to a staff shortage. Jessica King works for St. Catherine's Hospital and provides supervision to our Physical Therapist Assistant (PTA) who provides direct services to our students.

ALTERNATIVES:

RECOMMENDATION:

Approve the 2024-25 agreement to contract with Jessica King for PT services.

FISCAL NOTE:

Jessica King is paid \$75 per hour for her services. She is contracted to work.

ATTACHMENTS:

2024-25 Agreement

**CERTIFIED PHYSICAL THERAPIST
SERVICES AGREEMENT**

THIS CERTIFIED PHYSICAL THERAPY SERVICES AGREEMENT (Agreement), made and entered into this ____ day of June 2024, by and between the UNIFIED SCHOOL DISTRICT NO. 457 (USD 457), and JESSICA KING (KING).

WHEREAS, USD 457 is interested in contracting with KING to provide Certified Physical Therapy (PT) services to the USD 457 Special Education Department; and

WHEREAS, USD 457 has a need to employ an individual with the expertise of KING to provide PT services.

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

1. **RETENTION OF KING.** USD 457 agrees to retain KING to provide PT services for USD 457 students.

2. **TERM.** The term of this Agreement shall be from date of execution to June 1, 2025.

3. **PROFESSIONAL SERVICES – USD 457.** KING shall provide PT services as follows: consultation and services within the scope of the physical therapy profession, complete required reports and supervision of a physical therapy assistant. PT services shall be provided not less than ten (10) hours nor more than twenty (20) hours per week during the term of this Agreement. KING shall maintain all certificates and licenses required by the state of Kansas to be a PT.

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

(a) Seventy-five Dollars (\$75.00) per hour for all services provided.

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

(c) KING shall be responsible for all withholdings required by law and the payment of any taxes and assessments associated therewith.

5. **INDEPENDENT CONTRACTOR.** KING shall be considered an independent contractor and not an employee of USD 457, in the discharge of her duties as a PT.

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

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

BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT No. 457/BOARD
JESSICA KING / KING

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

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

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

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

and

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

KING: Jessica King
201 Bullard Drive
Garden City, Kansas 67846
Jessicaking1223@gmail.com

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

11. **GENERAL PROVISIONS.**

- (a) This Agreement incorporates all of the obligations, agreements, and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the subject covered by this Agreement.
- (b) If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- (c) This Agreement may be amended, changed, or modified only upon the written consent of all of the parties.
- (d) This Agreement shall be construed in accordance with the laws of the state of Kansas.

(e) The paragraph headings appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to nor shall they be deemed to define, limit, or extend the scope or intent of the paragraph to which they pertain.

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

Date

Jessica King

BOARD OF EDUCATION
UNIFIED SCHOOL DISTRICT NO. 457

Date

By _____
John Wiese, Board President

ATTEST:

Jennifer Ramos, Board Clerk

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Gina Galpin, Director of Special Education
DATE: 6/11/2024
RE: FICO Jail MOU

ISSUE:

The Board of Education is asked to consider and approve the updated Memorandum of Understanding (MOU) between the Finney County (FICO) Jail and USD 457 for special education services that will be provided to 18–21-year-olds housed at the FICO Jail.

BACKGROUND:

USD 457 is required by law to provide special education services to anyone between the ages of 18-21 who qualify for special education services and are housed at the Finney County Jail. USD 457 has developed an MOU agreement with the FICO Jail/Finney County Sheriff's Office.

ALTERNATIVES:

RECOMMENDATION:

Approve the MOU for USD 457 and the Finney County Jail.

FISCAL NOTE:

None

ATTACHMENTS:

MOU Agreement

Alternative Integrated Monitoring: Local Adult Jails Memo of Understanding U.S.D. #457 Garden City Public Schools and the Finney County Jail

This agreement is entered into this _____ day of June, 2024 between Unified School District No. 457 (USD 457) and the Finney County Sheriff's Office, on behalf of the Finney County Jail (FICO Jail) for the provision of special educational services for students who are the ages of 18-21, who have an active Individual Education Plan (IEP) and are incarcerated in the FICO Jail. The following procedures described in this agreement will be reviewed on an annual basis between the Local Education Agency (LEA), County Sheriff, and jail administration.

The parties agree as follows:

Educational Services: U.S.D. #457 Garden City Public Schools will provide:

Identification of the contact person from LEA in the coordination of special educational services within the Finney County Jail.

After being notified of an incarcerated student, the LEA will follow the enrollment process and incorporate all IDEA policies and procedures regarding obtaining educational records and provide special education services in accordance with the students Individualized Education Program (IEP) for students identified as exceptional student (excluding Gifted) under the Kansas law or the IDEA.

(Resource Kansas Special Education Process Handbook).

Educational services coordinated, to the extent possible, with the home district of the student and designed to ensure the student is academically prepared to return to public school, or ages out, or receives a high school diploma.

An LEA education coordinator and an appropriate level of teachers and other support personnel necessary to provide educational services for students in the Finney County Jail including curriculum, textbooks, and computers if needed.

Instruction in core academic subjects and elective areas as feasible.

The student's home district will convene a team meeting as necessary to ensure a smooth re-entry transition into the school system upon any release of a student.

Finney County Jail will provide:

For students of school age, 18-21, Finney County Jail will include questions at intake of an incarcerated individual regarding their current educational status (grade, high school graduate or GED, self-identify as a student with a disability who has not graduated or aged out).

Upon discovery during intake or if a student is suspected of having a disability and receiving special education services, notification to the identified LEA contact will be made through the agreed upon communication method (phone call, email).

Work collaboratively with school staff to allow access to the student/inmate through virtual and/or onsite provisions for planning services as determined appropriate.

Training for U.S.D. #457 Garden City Public Schools personnel on policies and procedures of Finney County Jail.

Will provide LEA access to the student as mutually agreed upon between the LEA and Finney County Jail to provide education services. This may be through variety of instructional methods such as access to internet for computer-based curriculum. Access may be limited due with security or safety issues that will be determined by case-by-case basis.

Funding. Funding for educational services at Finney County Jail shall come through the LEA traditional school funding sources, including federal programs, and as outlined in state statute.

Terms for services. Services under this agreement shall be provided based on the LEA Calendar.

Compliance with policies and procedures of Finney County Jail. While on Finney County Jail premises, U.S.D. #457 Garden City Public Schools personnel shall comply with policies and procedures of Finney County Jail and (facility type) program, including HIPAA.

Confidentiality of student records. U.S.D. #457 Garden City Public Schools and Finney County Jail shall comply fully with state and federal laws, policies, and rules guaranteeing the confidentiality of student educational records and access thereto.

Amendment. This agreement may be modified or amended only by mutual written consent of the parties.

Termination. Either party reserves the rights to terminate this agreement, for any reason, upon notifying the other party in writing by United States Postal Service Certified Mail, return receipt requested. Termination of the agreement shall be effective sixty (60) calendar days from the date notice was received. Unless terminated as provided herein, this agreement shall continue in effect for successive school years.

No Third Party Beneficiary. This agreement, including, but not limited to the indemnification provisions, is for the benefit of the parties only and does not create, nor is it intended to create, any benefit or liability to third parties.

Agreement with Kansas Law. This agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas.

Indemnification. Neither party agrees to indemnify or hold harmless the other party for claims, liabilities, costs, or expenses arising from or incurred in connection with this agreement.

Anti-Discrimination Clause. U.S.D. #457 Garden City Public Schools and the Finney County Jail agree to (a) comply with all federal, state, and local laws and ordinances prohibiting unlawful discrimination and to not lawfully discriminate against any person because of race, religion, creed, color, age, sex, disability, national origin or ancestry in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations and advertisements for employees, the phrase "equal opportunity employer," and (c) to include in those provisions in every subcontract or purchase order so that they are binding up on such subcontractors or vendors. U.S.D. #457 Garden City Public Schools and the Finney County Jail understand and agree that the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated, or suspended, in whole or part by U.S.D. #457 Garden City Public Schools or the Finney County Jail.

Representative's Authority to Agreement. By signing this agreement, the representatives of both parties thereby represent that such persons are duly authorized to execute this agreement, and that U.S.D. #457 Garden City Public Schools and the Finney County Jail agree to be bound by the provisions thereof.

Entire Agreement. The terms and conditions set forth herein constitute a final written expression of all the terms of this transaction and is a complete and exclusive statement of those terms. The agreement supersedes any prior or contemporaneous oral or written agreement, proposed agreements, negotiations, and discussions with respect to the subject matter hereof. Any representations, promises, warranties or statements by any employee or agent of U.S.D. #457 Garden City Public Schools or the Finney County Jail that differs in any way from the terms of this written agreement shall be given no force or effect.

WITNESS OUR HANDS on the day and year first written above.

FINNEY COUNTY SHERIFF'S OFFICE
ON BEHALF OF THE FINNEY COUNTY JAIL

UNIFIED SCHOOL DISTRICT NO. 457

By _____
By _____

Finney County Sheriff

Special Education Director

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Gina Galpin, Director of Special Education
DATE: 6/20/2024
RE: WebKIDSS Contract 24-25

ISSUE:

The Board of Education is asked to consider and approve the updated WebKIDSS contract for the 2024-25 school year.

BACKGROUND:

WebKIDSS is the online platform the special education department uses for Individual Education Plans (IEPs) and Medicaid billing. Every year, USD 457 signs an updated contract with WebKIDSS after BOE approval. The cost is based on the number of students with IEPs in our school district. As of December 1, 2023, USD 457 has 1,232 students on IEPs.

ALTERNATIVES:

RECOMMENDATION:

Approve the updated contract for WebKIDSS.

FISCAL NOTE:

The contract for the 2024-25 school year is in the amount of \$10,669.23

ATTACHMENTS:

Contract

AGREEMENT

THIS AGREEMENT, BY AND BETWEEN:

USD 457 Garden City
(THE "DISTRICT")

AND

Kansas Educational Technology Consortium, Inc.,
("WebKIDSS")

MADE AND ENTERED INTO as of this 20th day of June, 2024.

WHEREAS WebKIDSS administers a project entitled The Kansas Educational Technology Consortium, Inc., whose services and products permit the District to perform more efficiently its obligations under the Special Education for Exceptional Children Act ~K.S.A. § 72-961 et; and,

WHEREAS WebKIDSS is empowered by K.S.A. § 72-72-13(b) to enter contracts to provide such products and services.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, covenants, representations, and warranties set forth herein, the parties hereto do hereby covenant and agree as follows:

1. Terms of This Agreement will commence upon execution hereof and remain in force until the 1st day of July 2025. WebKIDSS must be notified in writing prior to May 1, 2025, if a decision to terminate services for the 2025-26 school year is made.
2. Licensee will not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the binary code portions of the WebKIDSS Software (collectively, "Reverse Engineering") or permit or induce the foregoing. If however, directly applicable law prohibits enforcement of the foregoing, Licensee may engage in Reverse Engineering solely for purposes of obtaining such information as is necessary to achieve interoperability of independently created software with the WebKIDSS Software, or as otherwise and to the limited extent permitted by directly applicable law, but only if: (a) Reverse Engineering is strictly necessary to obtain such information; and (b) Licensee has first requested such information from KETC, Inc. and KETC, Inc. failed to make such information available (for a fee or otherwise) under reasonable terms and conditions. Any information supplied to or obtained by Licensee under this section is confidential information of KETC, Inc. and, may only be used by Licensee for the purpose described, and will not be disclosed to any third party or used to create any software which is substantially similar to the expression of the WebKIDSS Software.
3. To the extent permitted by law, licensee shall indemnify and hold harmless WebKIDSS, KETC, Inc., officers, agents and employees from and against any claims, demands, or causes of action whatsoever relating to the Agreement, including without limitation those arising on account of Licensee's use of the Licensed Software or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by Licensee, its permitted sublicensees, if any, its subsidiaries or their officers, employees, agents or representatives.

Products and Services

Continue to develop and revise the WebKIDSS (web application of the Kansas Individualized Data System for Students) based upon the recommendations from the Consortium Members, Board of Directors, and WebKIDSS Development Group.

Kansas Educational Technology Consortium, Inc. will provide specific training related to SDPA and FERPA annually for all staff members with access to confidential data.

Membership Fee

The membership fee is based on the December 1, 2023, child count of 1232 students. The base fee for USD 457 Garden City for the 2024-25 school year is \$10,669.23. The amount must be paid by October 1, 2024.

According to the Consortium Bylaws if the fees are not paid by this date a late fee of 5% may be assessed each month that it is late.

Please indicate your agency choice:

 Base Pack Growth Plus
(Base + \$2,000) Pro
(Base + \$6,000)

Director Signature: _____

Agency: _____

USD 457 Garden City

Date: _____

MEMORANDUM

TO: Board of Education
FROM: Dr. Dominguez, Superintendent
DATE: June 20, 2024
RE: Dual Credit Cooperative Agreement

ISSUE:

The Board of Education is asked to consider and approve the Dual Credit Cooperative Agreement between Garden City Community College and USD #457, Garden City Public Schools.

BACKGROUND:

State statute requires that the community college and the unified school district have a Dual Credit Cooperative Agreement for the purpose of offering dual credit courses to eligible students who receive both high school credit and college credit.

ALTERNATIVES:

No other alternatives applicable.

RECOMMENDATION:

Recommendation is that the Board of Education approve Dual Credit Cooperative Agreement

FISCAL NOTE:

- At the end of the concurrent credit course and upon the instructor submitting all materials and documentation, Garden City Community College agrees to pay the Unified School \$375.00 per credit hour.
- Garden City Community College further agrees to pay to the Unified School District \$5.00 per student credit hour for facility usage for non-concurrent credit courses (evening, weekend and/or summer classes) taught in **USD 457** facilities.
- Garden City Community College further agrees to pay a designated USD staff member \$375 per class period, to serve as lab monitor (provided the minimum enrollment number of 4 is met) for online dual credit courses offered fully online through Garden City Community College.

ATTACHMENTS:

Dual Credit Cooperative Agreement

DUAL CREDIT COOPERATIVE AGREEMENT BETWEEN
GARDEN CITY COMMUNITY COLLEGE
AND
UNIFIED SCHOOL DISTRICT #457
GARDEN CITY HIGH SCHOOL
FOR ENROLLMENT OF SECONDARY STUDENTS

2024-2025 Academic Year -

Pursuant to the Kansas Challenge to Secondary School Student Act, the intent of GCCC is to provide a college-level learning experience for qualified students by enhancing the amount, level, and diversity of learning in high school beyond the traditional secondary curriculum.

Students enrolled in Unified School District #457 are eligible to enroll in dual credit courses. Upon successful completion, the credit shall qualify as both high school credit and college credit. GCCC shall notify the student or the student's parent/guardian if the course the student enrolls in is not a systemwide transfer course approved by the Board of Regents and, as a result, the student may not receive credit for such course if the student transfers to or attends another state postsecondary education institution.

The school district maintains the jurisdiction to count GCCC courses as meeting the requirements for the student's high school curriculum.

Such students and/or their families are personally responsible for transportation to and from Garden City Community College, or the appropriate outreach center, if necessary, and for all postsecondary tuition costs.

Garden City Community College agrees that the coursework successfully completed by these students will be awarded appropriate academic credit and will be applicable toward the award of a college degree or certificate.

GARDEN CITY COMM. COLLEGE

UNIFIED SCHOOL DISTRICT #457



Phil Terpstra, Dean of Academics
Garden City Community College

Authorized Representative
Unified School District #457

Date: June 15, 2024

Date: _____

Outreach Sites for 2024-2025 Academic Year

As a provider of higher education in cooperation with Garden City Community College, the following agreement is made between **Unified School District 457, Garden City** and Garden City Community College.

- The Unified School District agrees that an instructor hired by the Unified School District to teach courses for concurrent credit must submit documentation to Garden City Community College and be approved by the appropriate Division Chair and Dean to teach the course. The documentation to be submitted by the prospective instructor includes a résumé, GCCC Application for Employment, and all **official** transcripts. Prospective instructors must meet the credential requirements set forth by the Higher Learning Commission.
- An instructor hired to teach courses for concurrent credit must follow the guidelines identified in the adjunct duties and responsibilities document.
- GCCC shall conduct evaluations of high school faculty teaching concurrent enrollment courses within campus faculty evaluation schedules. Evaluations are submitted, reviewed, and discussed between the GCCC Outreach Office, appropriate Division Chair and Unified School District.
- College faculty at GCCC shall annually, or as necessary, review concurrent enrollment courses in their discipline to ensure that:
 - *Dual credit students are held to equivalent grading standards and standards of achievement as those expected of students in on-campus sections.
 - *Dual credit students are being assessed using equivalent methods in on-campus sections.
 - *USD faculty are utilizing an equivalent final examination for each dual credit course, as is given in a representative section of the same course, taught at GCCC.
 - *USD faculty are applying equivalent scoring rubrics for the assigned courses as is used in the on-campus course; and that course management, instructional delivery, and content meet or exceed those in regular on-campus sections.
- At the end of the concurrent credit course and upon the instructor submitting all materials and documentation, Garden City Community College agrees to pay the Unified School \$375.00 per credit hour. If multiple sections of a class are scheduled during a semester by the Unified School District and total enrollment in those sections is 25 or fewer students, one combined contract will be issued for all sections of the class.
- Garden City Community College further agrees to pay to the Unified School District \$5.00 per student credit hour for facility usage for non-concurrent credit courses (evening, weekend and/or summer classes) taught in **USD 457** facilities. A check will be sent to the Unified School District at the end of each fall, spring, and summer session.
- Garden City Community College further agrees to pay a designated USD staff member \$375 per class period, to serve as lab monitor (provided the minimum enrollment number of 4 is met) for online dual credit courses offered fully online through Garden City Community College.
- This agreement will be reviewed annually for compliance purposes.

This agreement is signed and entered into this 1st day of August, 2024.

Superintendent of Schools
USD 457
1205 Fleming
Garden City, KS 67846

GCCC Outreach Office
Garden City Community College
801 Campus Drive
Garden City, KS 67846

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