Regular Board of Education Meeting

Thursday, August 27, 2026 5:05 PM
Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846

A. **PLEDGE**
B. **SILENT REFLECTION**
C. **APPROVAL OF AGENDA with the following amendments:**
1. Additional certified personnel actions for consideration, Item E.3.
D. **RECOGNITIONS**
1. Recognition of outgoing Board President and Vice President
E. **CONSENT AGENDA**
1. Minutes
a. Minutes of the August 10, 2026, Regular Board of Education meeting.
2. Accounts Payable totaling $11,376,455.40, noting that all major accounts contain adequate balances to meet current obligations.
3. Personnel
a. Certified
b. Classified
4. Other
a. The Board of Education is asked to consider and approve a bid for generator replacement at Florence Wilson Elementary School — Cummins Sales and Services in the amount of $34,650.00.
b. The Board of Education is asked to consider and approve a quote to strip, seal and re-coat two tennis courts at Garden City High School — Greenbush quote — Mammoth Sports Construction in the amount of $49,750.00.
c. The Board of Education is asked to consider and approve the following revised Board of Education policies:
i. JBCB Foster Care Students
i. JBCB Foster Care Student Regulations
ii. JGFGAA Stock Supply of Emergency Medication
iii. JBD Absences and Excuses
d. The Board of Education is asked to consider and approve the Audiology Services Agreement by and between USD 457 and Common Spirit Siena Medical Audiology Clinic for the 2026-2027 school year.
F. **UNFINISHED BUSINESS**
1. Approval of the 2026-2027 Budget
2. Approval of the Resolution to Adopt the Local Option Budget Percentage for the 2026-27 school year.
G. **NEXT BOARD MEETING**
H. **ADJOURNMENT**

GARDEN CITY PUBLIC SCHOOLS

DRAFT MINUTES *DRAFT*

Regular Board of Education Meeting Monday, August 10, 2026 - 6:00 PM

Board Meeting Room, Educational Support Center,

1205 Fleming Street, Garden City, KS 67846

The Board of Education of Garden City USD 457 met for a Regular meeting on Monday, August 10, 2026, at 6:00 PM in the Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846.

Board members present were Jacob Jenkins; Katherine Cole; Mark Hinde; Nathan Haeck; Rebecca Swender and Robin Bergkamp. Randy Ralston was absent. Joining board members at the conference table was Superintendent, Josh Guymon. Also in attendance were Drew Thon, Deputy Superintendent; Steve Nordby, Assistant Superintendent; and Jessica Nothern, Chief Financial Officer.

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

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

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

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

- Back to School Convocation, Tuesday, August 11, 2026, GCHS Gymnasium at 8:00 a.m.

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

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

Action(s):

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

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

Voting Summary: Yea: 5, Nay: 0, Absent: 2

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

E.1. **Recognition of outgoing Board President and Vice President** Josh Guymon, Superintendent, informed the board members that outgoing President Randy Ralston was unable to be at the meeting. The following action took place.

Action(s):
I move to table the Recognition of outgoing Board President and Vice President until the next meeting. This motion, made by Robin Bergkamp and seconded by Nathan Haeck, Carried.

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

Voting Summary: Yea: 5, Nay: 0, Absent: 2

F. **CONSENT AGENDA** – all consent agenda item were approved as amended.

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

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

Voting Summary: Yea: 5, Nay: 0, Absent: 2

F.1. **Minutes**
F.1.a. Minutes of the July 30, 2026, Regular Board of Education Meeting – approved as presented.
F.2. **Accounts Payable** totaling $225,798.46, noting that all major accounts contain adequate balances to meet current obligations – approved as presented.
F.3. **Personnel** – all certified and classified personnel actions approved as presented.
F.3.a. **Certified**
Resignations: Michelle Wells
Appointments: Matthew Legg
Student Teacher Agreement: Kathy Schild
Position Requests:
Gina Galpin, special education director, is requesting the following position changes effective for the 2026-27 school year:

- Close .50 adaptive/interrelated position at Jennie Barker Elementary School
- Close .50 adaptive/interrelated position at Victor Ornelas Elementary School

- Open 1.0 adaptive/interrelated position at Charles Stones Intermediate Center
- Close 1.0 adaptive/interrelated position at Georgia Matthews Elementary School
- Open .50 adaptive/interrelated position at Georgia Matthews Elementary School
- Open .50 adaptive/interrelated position at Kenneth Henderson Middle School

F.3.b. **Classified**

Resignations: Adi Armenta, Olga Barrios, Jesus Diaz, Ava Galvan, Kristine Friffin, Declan Gough, Laitasha Jackson, Jacqueline Linares, Mary Martinez, Elizabeth Nunez

Assignments: Fathia Abdi, Guadolupe Adame, Maria Arrendondo Mota, Evelyn Arroyo-Granados, Laura Baier, Ashley Blanco, Kayli Bonilla, Serena Cisneros, Nancy Colocho, Maria Encarnacion Hernandez, Maria Falcon Morales, Laura Gallegos, Miley Garcia, Luz Olivia Hernandez, Manuela Hernandez, Melanie Hernandez Sanchez, Chloe Hight, Haven Kiesel, Vanessa Lopez, Jackie Loya, Pierre Madlangbayan, Diana Martinez Martinez, Elizabeth Martinez-Ortiz, Camden Munoz, Gelen Neher, Matthew Paxson, Abigail Powell, Jiovanni Brown, Brayden Bicket, Diana Martinez Martinez, Veronica Quintanar, Iveth Benitez, Gabrielle Delgado, Gail DeSpain, Nivea Diaz, Peggy Dinkel, Ana Escalante, Nora Hernandez, Cynthia Jimenez, Jossy Leal, Monica Mashaney, Catherine Melgosa, Andrea Molina , Briella Moo, Rachel O'Connor, Jessica Orosco, Veronica Quintanar, Esmerelda Ramirez Gonzalez, Isabel Rito, Ruby Ruiz-Contraras, Lainey Smith, Jacque Sower, Emilee Stegman, Amy Sosa, Vircile Toribio, Aileen Torres, Mariana Varela, Lauren Wells

Transfers:

- Elsa Ortiz from Custodian I at Plant Facilities to Custodian I at Garden City Achieve
- Gabriela Lemus Melendez from Paraprofessional I at Victor Ornelas Elementary School to Paraprofessional III at Victor Ornelas Elementary School
- Frida Leon-Lopez from 0.5 Paraprofessional III at Therapeutic Education Program to 1.0 Paraprofessional III at Therapeutic Education Program
- Claudia Perez from Paraprofessional II at Garfield Early Childhood Center to Paraprofessional I at Garfield Early Childhood Center
- Maria Perez from Paraprofessional I at Garfield Early Childhood Center to Paraprofessional II at Garfield Early Childhood Center
- Timothy Powell from Paraprofessional II at Bernadine Sitts Intermediate Center to Paraprofessional I at Horace Good Middle School
- Yvonne Sanchez from 0.5 Paraprofessional II at Garfield Early Childhood Center to Paraprofessional I at Garfield Early Childhood Center
- Jamile Unruh from Paraprofessional I at Victor Ornelas Elementary School to Parent Educator at Garfield Early Childhood Center
- Luz Guzman from Custodian I at Edith Scheuerman Elementary School to Custodian I at Georgia Matthews Elementary/Plant Facilities/Transportation

Notes:

Gina Galpin, Director of Special Education, requested the following:

- Closed two (2) 1.0 FTE Paraprofessional II positions at Horace Good Middle School
- Closed one (1) 1.0 FTE Paraprofessional I at Saint Dominic Catholic School
- Closed one (1) 1.0 FTE Paraprofessional III at Victor Ornelas Elementary School
- Opened one (1) 1.0 FTE Paraprofessional III (Project SEARCH) at Educational Support Center
- Opened one (1)1.0 FTE Paraprofessional III position at Victor Ornelas Elementary School
- Opened one (1) 1.0 FTE Paraprofessional II position at Garfield Early Childhood Center
- Opened one (1) 1.0 FTE Paraprofessional II position at Garden City High School

Correction: Resignation Date: Kristine Griffin

Jill Reagle, Director of Nutrition and Wellness, requested the following:

- Move one Nutrition I position from Victor Ornelas Elementary School to Horace Good Middle School

F.4. **Other**

F.4.a. Approved a quote for the Kenneth Henderson Middle School FACP replacement — Johnson Controls, in the amount of $36,525.32.

F.4.b. Approved the Memorandum of Agreement between USD 457, Garden City Public Schools and the Kansas Department of Aging and Disability Services (KDADS) for the 2026-27 school year.

F.4.c. Approved the Professional Services Agreement by and between RSP & Associates LLC., and Garden City School District No. 457, Finney County, State of Kansas.

F.4.d. Approved the following 2026-27 handbooks:

F.4.d.i. Professional Development Council Handbook

G. **BOARD REPORTS**

G.1. **Staffing Update** Drew Thon, Deputy Superintendent and LeeAnn Thon, HR Coordinator, presented the following:

- We Have Moved Resources Closer to Students
- Our Investments Reflect Our Priorities
- 21 New Kindergarten Paraprofessionals
- Stronger Staffing Means More Consistency for Students
- A Deeper Bench Protects Teacher Planning Time
- More Employees Are Choosing to Stay
- Strong Coverage Across Our Support Teams
- Teacher Recruitment Outlook
- From 20 Open Positions to 2
- This is Our Focus

Board members' questions were answered.

Katie Cole arrived to the meeting at 6:28 PM.

G.2. **FY2026-27 Budget Presentation and Building Needs Assessment** Jessica Nothern, Chief Financial Officer, presented the following.

Building Needs Assessment:

- KAP Data
- Targeted Investments to remove operational barriers — 5 Priorities
    - Priority 1: Para & Classified Pay
    - Priority 2: Behavior & SEL Interventions
    - Priority 3: Academic Intervention & Curriculum Alignment
    - Priority 4: Professional Development & Collaboration Time
    - Priority 5: ESL Co-Teaching & Family Outreach
- Fiscally responsible strategy for long-term district sustainability.

Board members' questions were answered.

Budget Presentation:

- Budget message for FY27
- FY 27 Budget Outlook
- Decision framework
- Where does the money come from?

- Cost management and efficiency
- Investing in our people
- Assessed Valuation
- Capital Outlay represents 47% of unencumbered cash
- FY27 proposed budget: decision summary
- Code 99
- What our buildings told us
- What about taxes?
- Fund balances are dollars with a purpose
- What we are working toward
- Next steps

Mark Hinde left the meeting room at 7:19 PM and returned to the meeting room at 7:21 PM.

Board members' questions were answered.

H. **NEW BUSINESS**

H.1. **Transportation Vehicle Bids** Jessica Nothern, Chief Financial Officer presented the bid information for the following two vehicles.

H.1.a. **The Board of Education is asked to consider and approve the bid for an 8-Passenger Van — Burtis Motor Company — in the amount of $57,432.00. (First Read, action requested)**

Clarification was made that the vehicle is an 8-passenger vehicle, but is not a van.

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

Action(s):

I move to approve the bid for an 8-Passenger vehicle from Burtis Motor Company, in the amount of $57,432.00. This motion, made by Nathan Haeck and seconded by Rebecca Swender, Carried.

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

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

H.1.b. **The Board of Education is asked to consider and approve the bid for a pick-up — Burtis Motor Company — in the amount of $61,629.00. (First Read, action requested)**

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

Action(s):

I move to approve the bid for a pick-up from Burtis Motor Company, in the amount of $61,629.00. This motion, made by Nathan Haeck and seconded by Katie Cole, Carried.

Bergkamp:	Yea
Cole:	Yea
Haeck:	Yea

Hinde:	Yea
Jenkins:	Yea
Ralston:	Absent
Swender:	Yea

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

H.2. **The Board of Education is asked to consider and approve a bid for generator replacement at Florence Wilson Elementary School — Cummins Sales and Services in the amount of $34,650.00. (First Read)** Brandon Anderson, Director of Plant Facilities, presented the bid information.

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

H.3. **The Board of Education is asked to consider and approve a quote to strip, seal and re-coat two tennis courts at Garden City High School — Greenbush quote — Mammoth Sports Construction in the amount of $49,750.00. (First Read)** Brandon Anderson, Director of Plant Facilities, presented the quote information.

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

H.4. **The Board of Education is asked to consider and approve the following revised Board of Education policies. (First Read)** Steve Nordby, Assistant Superintendent, presented brief information about the following revised policies.

- H.4.a. **JBCB Foster Care Students**
  - H.4.a.i. **JBCB Foster Care Student Regulations**
- H.4.b. **JGFGAA Stock Supply of Emergency Medication**
- H.4.c. **JBD Absences and Excuses**

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

H.5. **Election of delegate and alternate delegate for the Kansas Association of School Boards' Delegate Assembly on Saturday, November 7, 2026, as part of the KASB Annual Convention.** Josh Guymon, Superintendent, presented brief information about the KASB Annual Convention and Delegate Assembly. The following action took place.

Action(s):
Mr. President, I move we appoint mark Hinde as the delegate and Katie Cole as the alternate delegate to represent USD 457 at KASB's Delegate Assembly on November 7, 2026 at the KASB Annual Convention. This motion, made by Robin Bergkamp and seconded by Nathan Haeck, Carried.

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

Swender: Yea

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

I. **BOARD OPEN DISCUSSION**

- **Rebecca Swender** thanked Jessica Nothern for the Building Needs Assessment and budget presentations. She commented on the importance of improving State Assessment scores and building the budget around those scores. She also stated that she appreciated the staffing update.
- **Robin Bergkamp** thanked Jessica Nothern for the Building Needs Assessment and budget presentations. She also stated that she appreciated the staffing update.
- **Katie Cole** stated that she was disappointed to miss the staffing update and may reach out to Drew Thon to receive it at a later date. She also commented on the importance of paraprofessionals in the classroom.
- **Nathan Haeck** welcomed teachers, staff and students back to school this week and thanked everyone that worked through the summer. He stated that he is looking forward to a great year. He also thanked Jessica Nothern for her efficiency with the budget.
- **Mark Hinde** stated that he appreciated the staffing update and the work that Drew Thon and his team are doing. He stated that he appreciated Jessica Nothern for her work on the Building Needs Assessment and budget presentations. He commented on the importance of improving state assessment scores. He also recognized the Leadership Team for their work towards a common goal.
- **Jacob Jenkins** thanked Jessica Nothern for the Building Needs Assessment and budget presentations. He stated that he appreciated the staffing update. He also stated that he is excited for the teachers and students returning to school this week.
- **Josh Guymon** spoke on tomorrow's Back-to-School Convocation. He stated the importance of state assessments and noted the work the district has done and is continuing to do to improve those scores in the future. He also stated that he is excited to start his 30th year in the district this week.

J. **NEXT BOARD MEETING** - The next regular meeting of the Board of Education will take place on Thursday, August 27, 2026, at 5:00 PM for a Budget Hearing, followed by another regular meeting at 5:05 PM in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.

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

Action(s):

That the Board of Education meeting be adjourned at 8:03 PM. This motion, made by Katie Cole and seconded by Robin Bergkamp, Carried.

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

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

Respectfully submitted,	Approved:
Jennifer Ramos, Clerk	Mark Hinde, President

BOARD OF EDUCATION

Certified Personnel Actions

August 27, 2026

RESIGNATION:

Rebekah Bencomo, English language arts teacher at Garden City High School, is submitting her letter of resignation effective August 31, 2026.

APPOINTMENT:

Mary Morton, Ingalls, Kansas, is recommended for an adaptive/interrelated position at Georgia Matthews Elementary School/Kenneth Henderson Middle School. She has is a former USD457 teacher with three years' experience.

TRANSFERS:

Mindie Cooper - from 1.0 adaptive/interrelated teacher position at Garden City Achieve to 1.0 adaptive/interrelated position at Charles Stones Intermediate Center.

Matthew Legg – from 1.0 adaptive/interrelated position at Georgia Matthews Elementary School/Kenneth Henderson Middle School to 1.0 adaptive/interrelated position at Alta Brown Elementary School.

STUDENT TEACHER AGREEMENT:

Elijah English – Newman University

TUITION REIMBURSEMENT AGREEMENTS:

Rianelle Abella – ESOL Endorsement

Anna Ansit – ESOL Endorsement

Maxwell Baidoo – ESOL Endorsement

Morgan Berkgren – ESOL Endorsement

Irene Caringal – ESOL Endorsement

Karen Divis – ESOL Endorsement

Savannah Foster – ESOL Endorsement

Raghi Kalarikkal – ESOL Endorsement

Nema Mendoza – ESOL Endorsement

Loribet Morales Resendiz – ESOL Endorsement

Cassandra Myerhoff – ESOL Endorsement

Joseph Rosas – ESOL Endorsement

Rica Rosas – ESOL Endorsement

Miriam Solorzano – ESOL Endorsement

Deo York Talao – ESOL Endorsement

Jayson Timtiman – ESOL Endorsement

Maricel Timtiman – ESOL Endorsement

BOARD OF EDUCATION

Addendum to Certified Personnel Actions

August 27, 2026

TUITION REIMBURSEMENT AGREEMENT:

Mary Morton – ESOL Endorsement

BOARD OF EDUCATION

Classified Personnel Actions

August 27, 2026

RETIREMENTS	POSITION	BUILDING	DATE
Karen Lopez	Paraprofessional III	Charles Stones Intermediate School	9/8/2026

TERMINATIONS	POSITION	BUILDING	DATE
Erin Guitron	Paraprofessional II	Horace Good Middle School	5/13/2026
Nora Hernandez	Paraprofessional I	Alta Brown Elementary School	8/7/2026

RESIGNATIONS	POSITION	BUILDING	DATE
Leslie Avitia-Perez	Paraprofessional II	Garfield Early Childhood Center	5/21/2026
Nayla Salina	Paraprofessional I	Jennie Wilson Elementary School	5/21/2026
Victoria Urteaga	Paraprofessional II	Garfield Early Childhood Center	5/21/2026
Tamara Brennon	Bus Driver	Transportation	6/18/2026
Laura Baier	Paraprofessional II 0.5	Garfield Early Childhood Center	8/14/2026
Alfredo Rosales, Jr.	Mechanic	Transportation	8/21/2026
Alma Resendiz	Nutrition III	Victor Ornelas Elementary School	8/31/2026

ASSIGNMENTS	POSITION	BUILDING	DATE
Leslie Guerrero-Chairez	Paraprofessional I Kindergarten	Victor Ornelas Elementary School	8/12/2026
Mary Morton	Paraprofessional I	Florence Wilson Elementary School	8/13/2026
Sidney Harmon	Preprofessional I 0.5	Garfield Early Childhood Center	8/17/2026
Patrick Ortega	Grounds I	Plant Facilities	8/17/2026
Ana Hernandez Cepeda	Nutrition I	Horace good Middle School	8/19/2026
Jelen Rowland	Paraprofessional II	Abe Hubert Elementary School	8/19/2026
Perla Aniles Cisneros	Paraprofessional I	Alta Brown Elementary School	8/24/2026
Mariana Palma	Paraprofessional III	Therapeutic Education Program	8/24/2026
Pamela Martinez Manriquez	Paraprofessional I	Alta Brown Elementary School	8/24/2026

Raven Taylor	Preprofessional II	Garfield Early Childhood Center	8/24/2026
Berenice Lopez	Paraprofessional I	Bernadine Sitts Intermediate Center	8/25/2026
Julie Mejia	Paraprofessional II	Buffalo Jones Elementary School	8/25/2026

CLASSIFICATION CHANGES	**FROM**	**TO**	**DATE**
Mary Morton	Paraprofessional I Florence Wilson Elementary School	Certified Teacher	8/24/2026

TRANSFERS	**FROM**	**TO**	**DATE**
Cindy Fowler	Paraprofessional I Bernadine Sitts Intermediate School	Paraprofessional II Bernadine Sitts Intermediate School	8/17/2026
Vanessa Molina	Paraprofessional II Alta Brown Elementary School	Paraprofessional II Jennie Wilson Elementary School	8/20/2026
Delores Huffman	Paraprofessional II Garfield Early Childhood Center	Paraprofessional I Garfield Early Childhood Center	8/24/2026

NOTES:
Gina Galpin, director of Special Education requests the following:

- Close One (1) 0.5 FTE Paraprofessional I position at St. Dominic Catholic School
- Open One (1) 0.5 FTE Paraprofessional II position at Abe Hubert Elementary School
- Close One (1) 1 FTE Paraprofessional I position at Victor Ornelas Elementary School
- Open One (1) 1 FTE Paraprofessional II position at Charles Stones Intermediate School

LeeAnn Thon, HR Coordinator requests the following:

- Close One (1) 1.0 FTE Office Assistant II (260 Day) position at the Educational Support Center
- Open One (1) 1.0 FTE Office Assistant I (220 Day) Position at Garfield Early Childhood Center

MEMORANDUM

TO:	Board of Education
THRU:	Josh Guymon, Superintendent
FROM:	Brandon Anderson, Director of Plant Facilities
DATE:	07/30/2026
RE:	**Consider and Act on Bid received for Florence Wilson Generator Replacement and authorize Plant Facilities Director to sign the contract for the job.**

ISSUE & BACKGROUND:

Included in our Long-Range Planning we have identified one of the generators at Florence Wilson is to be replaced due to age of equipment. Lead time for Generator is 20 weeks. Project will be a complete turn key installation.

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

ALTERNATIVES:

1. Take No Action
2. Accept Sourcewell priced proposal from Cummins Sales and Services

RECOMMENDATION:

Staff's recommendation would be to approve the Sourcewell priced proposal from Cummins Sales and Services with a total proposal price of $34,650 and authorize the Director of Plant Facilities to sign the contract.

FISCAL NOTE:

The original budget figure in the LRP for the Florence Wilson Generator Replacement was $60,000.

ATTACHMENTS:

Cummins Sales and Services
Proposal with Sourcewell
Information

Project: Garden City PS - Florence Wilson Elementary Replacement

Sourcewell Contract
Account #32275

July 7, 2026

Prepared by
Corey Milam
Senior Sales Executive - PG
(417) 988-0781
corey.milam@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	C20N6, 20kW, 60Hz, Standby, Natural Gas/Propane Genset, 1800rpm engine C20N6, **20kW, 60Hz, Standby, Natural Gas/Propane Genset, 1800rpm engine** U.S. EPA, Stationary Emergency Application Duty Rating - Standby Power (ESP) Emissions Certification - SI, EPA, Emergency, Stationary, 40CFR60 Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable Exciter/Reg - Torque Match Voltage - **277/480, 3 Phase, Wye, 4 Wire** Alternator - 60Hz, 12L, 480/277V, 105C, 40C Ambient, Increased Motor Starting (IMS) Alternator Heater, 120 Volt AC **Aluminum Sound Attenuated Level 1 Enclosure, with Exhaust System** Enclosure Color - Green, Aluminum Enclosure - Wind Load 180 MPH, ASCE7-10 Larger Battery Rack Skidbase - Housing Ready Control Mounting - Right Facing PowerCommand 1.1 Controller Gauge - Oil Pressure Stop Switch - Emergency Control Display Language - English Load Connection - Single **Circuit Breaker, Location A, 30A, 3P, 600 Volts AC, 80%, UL** Circuit Breaker or Entrance Box or Terminal Box, Right - None Engine Governor - Electronic, Isochronous Single Gas Fuel - NG or LP Vapor Engine Starter - 12 Volt DC Motor Engine Air Cleaner - Normal Duty Battery Charging Alternator Battery Charger - 6 Amp, Regulated Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Shutdown - Low Coolant Level Extension - Coolant Drain Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater, Extreme Cold Ambient	1

	Standby 5 Year 2500 Hour Parts+Labor+Travel Literature - English Packing - Skid, Poly Bag Base Barrier - Elevated Genset Extension - Oil Drain Engine Oil	
2	Remote Emergency Stop Switch	1
3	Annunciator-panel mount with enclosure (RS485)	1
4	Installation - 3G Electric -Install supplied 20kw generator -Furnish and install ground mounted stand for generator to facilitate connections from underneath -Install supplied remote generator annunciator -Furnish and install necessary conduit, cables, and wires for communication between annunciator and generator -Terminations of power and monitoring wire -Demo and removal of old generator -Sub-contract and coordinate with plumber's scope of work -Permit Fee	1
5	Cummins Service - Start up & Testing	1
6	Cummins Service - Owners Training	1

TOTAL: $34,650.00

Quote value does not include any tax.

START-UP AND CHECK-OUT SERVICE

Start up services upon the installation of the above equipment by the electrical and mechanical contractors. Start-up services include the use of a trained generator service technician for testing of the equipment supplied and general operating instructions to the owner/personnel. These services will be performed during normal business hours, Monday through Friday 7:30 am to 5:00 pm. Recommend five-day notice to schedule start-up. Contractor needs to ensure that all engine and electrical systems are installed and connected to enable the system to be tested during the initial start-up and to prevent charges to the contractor for additional trips.

NOTES:
Proposal for a 20kW generator in a weather protective enclosure. Pricing includes installation by 3G Electric and Cummins service commissioning.

ATS is not included in pricing. Installation for new generator only, will reuse existing transfer switch.

LEAD TIME:
Generator - 20 weeks

Installation - 1-2 weeks approx.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Corey Milam

Corey Milam
Senior Sales Executive - PG
(417) 988-0781
corey.milam@cummins.com

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

______________________________ ____________________
Authorized Signature Date

____
Company Name

____
Printed Name & Title

____
Purchase Order No

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TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

***2.* SHIPPING; DELIVERY; DELAYS.** Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. The purchase of Equipment is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Equipment if delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right to invoice the Customer and, upon Cummins' sole discretion, Cummins may either: (i) deliver the Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed one hundred twenty (120) days from the agreed upon delivery date, unless otherwise agreed by Cummins in writing. A storage fee of two thousand five hundred dollars ($2,500.00) or two percent (2%) of the total quoted amount, whichever is greater, shall be assessed for any Equipment whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond one hundred twenty (120) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Equipment in accordance with applicable abandonment laws, and/or (ii) make the Equipment available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALLY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.*

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that extending credit terms is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, after receipt of a purchase order for a generator already on order with the factory, or after Cummins is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

16. LIMITATION OF LIABILITY
NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW, VENUE, AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.
23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.
24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.
25. TARIFF AND DUTY SURCHARGES. In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.
26. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.
27. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

28. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

MEMORANDUM

TO:	Board of Education
THRU:	Josh Guymon, Superintendent
FROM:	Brandon Anderson, Director of Plant Facilities
DATE:	07/30/2026
RE:	**Consider and Act on Greenbush quote received from Mammoth Sports Construction to strip, seal and re-coat 2 tennis courts at the Garden City High School.**

ISSUE:

We have 2 tennis courts at the tennis complex at the high school that were patched about 2 years ago and the patches did not hold. This is the recommendation of Mammoth Sports Construction to fix the courts for the long term.

Director of Plant Facilities, Brandon Anderson will be available to answer questions.

BACKGROUND:

The 2 courts in question, were patched a couple of years ago and the patches did not hold. We brought Mammoth in to get their assessment and opinion on the courts. They believe the patches are not holding due to the lack of a vapor barrier from the original installation and that until we address that issue, we will continue to deal with this moisture issue. This is their long-term recommendation instead of a short-term fix.

ALTERNATIVES:

Options for the Board.

1. Accept the Quote for $49,750 from Mammoth Sports Construction to strip, seal and re-coat the 2 tennis courts needing attention.
2. Take no action.

RECOMMENDATION:

This is needed to get max capability out of our court system. It is the center court and currently cannot be used for competitions. Staff supports this expenditure.

FISCAL NOTE:

This is an unbudgeted project that is being offered as an arising need. There are funds available the long-range funds. We can approve as it is quoted through Greenbush Purchasing Cooperative.

ATTACHMENTS:

Quote from Mammoth Sports Construction

Map of proposed courts


rden City High
hool Tennis Courts
uffalo Wy Blvd
Buffalo Wy Blvd
Buffalo Wy Bl

Garden City Tennis Courts

INVESTMENT SUMMARY
Garden City Tennis Courts
2720 Buffalo Wy Blvd, Garden City, KS 67846
July 8th, 2026

BASE PRICE: $49,750

Scope: Resurfacing of existing Tennis Courts

- **a.** +/- 12,061 sf
- **b.** Shotblast existing tennis court surfacing is included.
- **c.** Provide and install Mapei TNS Priming layer is included.
- **d.** Provide and install Mapecoat TNS Finish 3 Red and Green colors are included.
- **e.** Provide and install Mapecoat TNS White line Tex is included.
- **f.** Provide and install Mapecoat Line Sealant is included.

Contract price is based on acceptance of proposal within 15 days from date of this document. This is budgetary pricing only and will need to be re-priced prior to a contract being executed.

This is a Greenbush Cooperative Project. Therefore, the following documents are incorporated into this Quote; Southeast Kansas Education Center (Greenbush) Binder Document 23.1_ESC-SPORTSCONSTRUCTIONSERV2023; Southeast Kansas Education Service Center (Greenbush) Specifications Document 23.1_ESC-SPORTSCONSTRUCTIONSERV2023.

Potential Costs:

*All values shown are Estimates of Probable Cost and will be verified prior to contraction execution. Contract prices are based upon acceptance of the Proposal, including alternates, within 60 calendar days from date of this Proposal.
*Potential and additional costs that may be incurred after or during site investigation and/or design include but are not limited to:

- Survey (mass excavation & grading, retaining walls and access issues);
- Geotechnical Report (stabilization, rock excavation, and dewatering)
- Site Investigation (Utilities relocation, upgrades or modifications);
- Governing Jurisdiction or Agency Review, Comments or Requirements (SWPP- storm water protection plan, erosion control, environmental testing or remediation, permitting or other necessary approvals);
- Owner directed changes requested after contract execution

.

Clarifications & Assumptions

The Scope of Work for this project is established as follows:

General Inclusions and Exclusions

1. Sales tax is excluded.
2. Builder's Risk and General Liability insurance is included.
3. Supervision and mobilization are included.
4. Construction permitting is included.
5. Payment, Performance and/or Statutory bonds, and associated fees are included.
6. Erosion control and maintenance thereof is included.
   a. Any water/drainage studies, SWPPP plan, or additional drainage requirements over and above the listed and typical artificial turf field drainage system are excluded.
7. All necessary tools, equipment and personal protective equipment are included.
8. Final punch-out and clean-up of the completed project are included.
9. Standard 1 year workmanship warranty is included.
10. The contractor reserves the right to include, pay overtime and acceleration costs within this contract as required to manage the schedule.
11. Unforeseen subsurface conditions and removal of underground structures are excluded.
12. Site Security is excluded.
13. Development fees are excluded.
14. Utility consumption costs for construction activities are excluded.
    a. Utilities are to remain under the owner's name and paid by owner.
15. Construction testing and special inspection expenses not listed above are excluded.
16. Owner shall provide structurally capable ingress/egress for ALL personnel, equipment, and materials and staging within 50' of field: typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.
17. Mammoth Sports Construction requires a suitable staging area per field. A 25' x 25' hard or paved clean surface area located within 100' feet of the playing surface shall be provided for purposes of proper mixing of infill material. Staging area must have a minimum access of 15 feet wide by 15 feet high. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. Mammoth Sports Construction shall not be liable for any damages to the staging area or existing surfaces unless such damages are caused by Mammoth Sports Construction's intentional misconduct or negligence.
18. Any item or scope of work not specifically listed above or below is excluded.

General Sitework & Preparation

1. Construction of (1) construction entrance is included.
2. Site demolition is excluded unless otherwise noted or shown.
3. Stripping of topsoil and excavation to subgrade are included.
4. Haul-off of excess material is Included to a site designated by the owner within 1 mile of project site. If the site designated by the Owner for the material to be hauled is more than one (1) mile from the project, an additional fee of Three Dollars ($3.00) per cubic yard/per mile up to ten (10) miles, shall be charged to the Owner for haul-off of excess material and added to the contract sum via change orderIf owner provided utility plans are not available, Mammoth will utilize "Dig Safe" or 811 and private locate utilities. Mammoth will coordinate with owner.
5. Utility infrastructure work or repair is excluded.
   a. The supply of or adjustment to manholes, clean-outs, and grates and supply of the manhole covers is excluded.
6. Retaining walls are excluded.
7. New fencing and fence repair not specifically listed in the following scopes of work are excluded.
8. Any site improvements not specifically addressed or reflected in plans are excluded.
9. Rock Excavation is excluded.
10. Dewatering associated with excavation is excluded.

Tennis Court Surfacing

1. <u>Surfacing</u>: Supply and installation of the **Mapei Mapecoat TNS System** is included.
   a. +/- 12,061 sf – 2 Tennis Courts
   b. Mapecoat TNS Primer EPW
   c. Mapecoat TNS Base Coat Tex
   d. Mapecoat TNS Finish 3 – Dark Green
   e. Mapecoat TNS Finish 3 – Red
   f. Mapecoat TNS Line Tex - White

MEMORANDUM

TO:	Board of Education
THRU:	Josh Guymon, Superintendent
FROM:	Steve Nordby, Assistant Superintendent
DATE:	7/17/2026
RE:	**Board Policy JBCB**

ISSUE & BACKGROUND:

The Every Student Succeeds Act ("ESSA") addresses additional protections for students in foster care and establishes a system of joint responsibility for school districts, the Kansas State Department of Education ("KSDE"), and the Kansas Department for Children and Families ("DCF") to ensure the educational stability of students in foster care.

The attached policy revision and Transportation Procedures have been recommended by KASB and approved by our area DCF Coordinator.

ALTERNATIVES:

No alternatives applicable

RECOMMENDATION & FISCAL NOTE:

District administration has reviewed the recommended revisions and believes they align with current district practices and legal obligations. Adoption of these revisions will ensure the district's policy manual remains current and compliant with state and federal requirements.

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

ATTACHMENTS:

Policy JCBC0 Foster Care Student Regulations

JBCB - Foster Care Students

(See EDAA, JBC, JBCA, and JRB)

The district, in accordance with state and federal law and the Kansas state plan, will ensure students placed in foster care within the school district have access to a public education in a stable educational environment. For the purposes of this policy and its applicable regulations, “foster care” means 24-hour substitute care for children placed away from their parents and for whom a child welfare agency has placement and care duties.

Point of Contact

The board shall designate an employee to serve as a point of contact for child welfare agencies on behalf of the district.

Mobile Crisis Helpline

Crisis support for Kansas families and children to resolve an emotional, psychiatric, or behavioral health crisis is available through the Department of Children and Families Mobile Crisis Helpline, 1-833-441-2240, including:

- Problem solving to resolve behavioral health crisis;
- Referral to community resources or recommendation to engage in stabilization services;
- In-person support via mobile crisis response; and
- Contacting mobile crisis response unit to assist in emergency situations.

Services are available to all Kansans 20 years or younger including anyone in foster care or formerly in foster care.

Enrollment and Attendance in School

Foster students will be enrolled in and attend school as outlined in policy JBC.

Transfer of Records

The expedited transfer of student records for students experiencing a change in placement within the foster care system is covered in policy JRB.

Adopted: 9/28/17

Revised: 7/22/24; 8/27/26

Note: The reader is encouraged to review regulations and forms for related information.

JBCB – FOSTER CARE STUDENT REGULATIONS

The Every Student Succeeds Act ("ESSA") addresses additional protections for students in foster care and establishes a system of joint responsibility for school districts, the Kansas State Department of Education ("KSDE"), and the Kansas Department for Children and Families ("DCF") to ensure the educational stability of students in foster care.

For the purposes of these regulations, "foster care" means 24-hour substitute care for children placed away from their parents and for whom a child welfare agency has placement and care duties. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child-care institutions, and pre-adoptive homes.

<u>Transportation of Students in Foster Care (See sample transportation procedure below)</u>
ESSA requires each Kansas school district to collaborate with child welfare agencies, such as DCF and tribal child welfare agencies, to develop and implement clear, written procedures for how transportation to maintain a student in foster care in his or her school of origin (when in the student's best interest) will be provided, arranged, and funded. The procedures must ensure that the transportation will be provided promptly, in a cost-effective manner, and in accordance with federal law. Also, they must address how additional costs will be absorbed. Therefore, if there are any additional costs incurred to maintain a foster care student in his or her school of origin, the district will provide the transportation if:

1. DCF agrees to reimburse the district for the additional costs;
2. The district agrees to pay the additional costs; or
3. DCF and the district split the additional costs.

Upon request, the district will provide an assurance to KSDE that the district has transportation procedures meeting the above requirements.

<u>Additional Costs</u>
"Additional costs" reflect the difference between what the district would spend to transport a student to the assigned school and the cost of transporting a student in foster care to his or her school of origin. Title I, Part A funds may be used to pay for additional transportation costs in Title I districts.

<u>School of Origin</u>
The "school of origin" is the school in which a student is enrolled at the time of placement in foster care or of a change in placement. A student in foster care is entitled to remain enrolled in his or her school of origin unless it is determined not to be in the student's best interest to stay at that school.

<u>Best-Interest Determination</u>
DCF will make the final decision regarding whether it is in a student's best interest to remain in the school of origin. District staff may be asked to provide information on the "educational best interest" of the student to support educational decision-making based on what is best for the student academically. For students receiving special education and related services under the Individual with Disabilities Education Act or for students on Section 504 accommodation plans, it is recommended that relevant team members should be consulted in the best interest determination process, as the district will still be required to ensure compliance with Least Restrictive Environment requirements.

The United States Department of Education has provided a list of factors that may be considered in determining the student's educational best interest, which include appropriateness of the current setting, proximity of placement to school attendance centers, the child's preference, the parents' preference, the child's attachment to the school of origin, where siblings will be placed, and the availability of needed services. The "best-interest determination" may not be made based on transportation costs or funding.

District Foster Care Liaison

The "district foster care liaison" is a district employee who facilitates the enrollment in or transfer to a public school of a student in the district who is a ward of the state. The district's foster care liaison is considered the designated point of contact for collaboration with DCF on transportation procedures.

The District has designated the following staff person as the District foster care liaison:

Name: Steve Nordby
Position: Assistant Superintendent
E-mail: snordby@gckschools.com
Address: 1205 Fleming St, Garden City, KS 67846
Telephone: 620-805-7171

Child Welfare Agency

In Kansas, DCF is the regular child welfare agency for collaboration on transportation procedures. The Child Protective Services ("CPS") division of DCF will typically be the division that works with the district on issues related to students in foster care, however, tribal child welfare agencies may also be involved with this process. Therefore, whenever DCF is used in these regulations, it may be deemed to apply to any child welfare agency based on the circumstances.

Child Welfare Contact

The district, if receiving Title I, Part A funds, must collaborate on transportation procedures with the DCF-designated contact if DCF notifies the district in writing that DCF has designated an employee to serve as a point of contact for the district.

Approved: 8/27/26

General Transportation Procedures

To ensure that transportation is provided promptly when it is determined to be in the best interest of a student in foster care to remain in the school of origin, the district has developed the following transportation procedures. These procedures will guide the development of an individual transportation plan for a student needing transportation to his or her school of origin.

If the secretary of DCF changes the placement of a child from one school district to another school district or across a school boundary within the same district, and determines that it is in the best interests of the child to remain enrolled in and attending the school of origin, the affected school district and the secretary shall coordinate to develop a transportation plan to get the child to and from such school of origin.

Such plan shall address the availability and cost of such transportation, including how such costs shall be reimbursed by the secretary, paid by the school district, or shared between both parties. When developing such transportation plan, consideration shall be given to the:

(A) Age, maturity and behavioral capacity of the child;
(B) type of transportation available;
(C) flexibility in the school schedule;
(D) the effect of extracurricular activities on transportation options;
(E) traffic routes and patterns; and
(F) individualized needs of the child.

Funding Strategies

The district and DCF have identified the following funding options that may be implemented if additional costs to transport a student in foster care to the school of origin are determined:

1. Cost sharing between the district and DCF through use of a specific transportation strategy in which each party is responsible for a segment of the transportation;
2. Offset of costs by DCF, such as using Title IV-E funds paid to a foster parent or caregiver for transportation;
3. Cost sharing between the school district of attendance and the school district where the student is living;
4. Use of the district's Title I funds;
5. Use of Medicaid reimbursements if the IEP for a student receiving special education services will include transportation as a related service; and
6. Use of any available grant funds;

Transportation Strategies

The following transportation strategies may be considered in achieving transportation to a student's school of origin:

1. Arranging transportation by the foster parent or caregiver to the school of origin or to a bus stop on a route to the school of origin, such as when the foster parent lives within a certain distance from the school of origin;
2. Arranging transportation by a relative or another adult approved by DCF with whom the student has a relationship and whose existing commute aligns with the student's transportation need to the school of origin or a bus stop on a route to the school of origin;
3. Maximizing the existing district transportation system by exploring ways the student can be transported to an existing bus stop that serves the school of origin (options to transport the student to an existing bus stop could occur through use of public transportation with a bus pass or

transportation voucher, or transportation by the foster parent or caregiver, a relative, or another adult with whom the student has a relationship);

4. Using existing intradistrict transportation options that allow students to be transported within the district, such as routes for students who are homeless, students attending magnet programs, or students receiving special education services (this option may require the addition of a bus stop on an existing route or that an existing route be rerouted to accommodate the transportation needs);
5. Coordinating with the district in which the student is living to provide transportation to the district boundaries or an existing bus stop within the district;
6. Evaluating whether an IEP for a student receiving special education services will include transportation to the student's special education program at the school of origin as a related service;
7. Contracting with a private transportation company, such as a taxi service, for the student's transportation needs;
8. Using public transportation with a bus pass or transportation voucher;
9. Adding a district transportation route;

Individual Transportation Plan

When DCF determines that the best interest of a student in foster care is to remain in the school of origin, the district foster care liaison will take steps to promptly collaborate with relevant DCF staff on how transportation to the school of origin will be provided, arranged, and funded.

When possible, and to allow for adequate consideration of the student's needs, individual transportation planning will begin in advance of placement changes and will occur in coordination with the consultation on the student's educational best interest.

The district foster care liaison will convene a meeting to establish an individualized transportation plan for the student. The liaison will attempt to include the student's DCF education decision-maker and others who may be involved in education decision-making for the student, such as the student's caseworker, foster parent or caregiver, and the court-appointed special advocate (CASA) liaison. The District foster care liaison may also involve other district staff, as appropriate. The liaison will involve the district transportation director if the individual transportation plan will involve adjustments to existing bus routes.

If necessary, the district foster care liaison will identify a short-term transportation strategy that may be used until the final transportation plan is completed so that the student can remain at the school of origin without interruption.

In evaluating transportation options to the school of origin, participants will prioritize student safety, cost effectiveness, reliability, and time and distance of the commute.

Determining Additional Costs

To identify whether additional costs will be incurred in an individual transportation plan to transport the student to the school of origin, the foster care liaison will consult with the district transportation director to calculate the cost of transporting the student to the school that the student would otherwise attend, which will be used as a comparison. In accordance with the federal Non-Regulatory Guidance, if the district is able to provide transportation through an established bus route, there are no additional costs. If the district will reroute buses or provide transportation through a private vehicle or transportation company, the district may consider as additional costs the cost of rerouting buses or the difference between the special transportation costs and the usual transportation costs.

Administrative costs, such as additional staff time to coordinate transportation, will also be considered in determining whether there are additional costs to transport the student in foster care to the school of origin.

Plan Elements

The individual transportation plan may include:

1. A daily transportation strategy;
2. One or more backup transportation strategies;
3. Transportation strategies to allow participation in after-school and extracurricular activities;
4. A description of the funding strategy that will be used if additional costs to transport the student to the school of origin are identified;
5. Identification of who is responsible for each aspect of the transportation strategy;
6. Designation of an adult to accompany younger students, if necessary, such as when public transportation is used;
7. For transportation strategies with multiple segments, sign off procedures to ensure that the student safely and successfully completes each segment;
8. A communication protocol between the District and DCF when transportation for a student is no longer needed; and
9. A regular review process for adjusting transportation strategies when circumstances change.

The final individual transportation plan will require a signature by the foster care liaison and a district official who has authority to approve any additional expenditure. The DCF education decision-maker and the foster parent or caregiver, if different from the education decision-maker, will also be asked to sign the plan.

Approved: 8/27/26

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Steve Nordby, Assistant Superintendent
DATE: 8/04/2026
RE: **Board Policy JGFGAA**

ISSUE & BACKGROUND:

Any school may maintain a stock supply of emergency medication, such as epinephrine and/or albuterol, upon obtaining a prescription from a physician, certified nurse-midwife, a licensed advanced practice registered nurse, or a licensed physician assistant. Districts are now required to make information related to emergency medication policies and procedures to be published and accessible to stakeholders.

The attached replacement policy has been recommended by KASB and approved by our Health Service Coordinator.

ALTERNATIVES:

No alternatives applicable

RECOMMENDATION & FISCAL NOTE:

District administration has reviewed the recommended revisions and believes they align with current district practices and legal obligations. Adoption of these revisions will ensure the district's policy manual remains current and compliant with state and federal requirements.

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

ATTACHMENTS:

Policy JGFGAA Stock Supply of Emergency Medication

JGFGAA - Stock Supply of Emergency Medication

Any school may maintain a stock supply of emergency medication, such as epinephrine and/or albuterol, upon obtaining a prescription from a physician, certified nurse-midwife, a licensed advanced practice registered nurse, or a licensed physician assistant.

A stock supply of epinephrine may consist of one or more standard-dose or pediatric-dose epinephrine delivery systems. A school nurse or designated school personnel may administer epinephrine in an emergency situation to any individual who displays the signs and symptoms of anaphylaxis at school, on school property or at a school-sponsored event if the staff member reasonably believes that an individual is exhibiting the signs and symptoms of an anaphylactic reaction.

A stock supply of albuterol may consist of one or more albuterol metered-dose inhalers, one or more doses of albuterol solution and one or more spacers or nebulizers. A school nurse or designated school personnel may administer albuterol in an emergency situation to any individual who displays the signs and symptoms of respiratory distress at school, on school property or at a school-sponsored event if the staff member reasonably believes that an individual is exhibiting the signs and symptoms of respiratory distress.

A school that maintains a stock supply of emergency medication shall adhere to the following requirements and establish procedures in accordance therewith:

- The emergency medication will be stored in a safe location that is readily accessible to the school nurse or designated school personnel in accordance with manufacturer temperature recommendations;
- The school nurse or designated school personnel shall periodically monitor the inventory and expiration dates of the emergency medication;
- Emergency medication shall only be administered by designated school personnel; and
- Training requirements for designated school personnel shall be conducted as outlined in this policy.

Information related to the school's emergency medication policies and procedures shall be published gckschools.com page under health services.

A school may accept monetary gifts, grants, and donations to carry out the provisions of this section or may accept epinephrine delivery system, albuterol metered-dose inhalers, albuterol solution, spacers, or nebulizers from a manufacturer or wholesaler.

Training

Training shall be conducted by a school nurse, physician, or mid-level practitioner at least annually for designated school personnel. Such training shall include, but may not be limited to, the following:

- Recognition of the symptoms of anaphylaxis and respiratory distress;
- Administration of emergency medication;
- Calling for emergency medical system responders;
- Monitoring the condition of an individual after emergency medication has been administered;
- Notification of the parent, guardian, or next of kin; and
- Safe disposal and sanitation of used equipment.

The school shall maintain records of the training provided to designated school personnel.

Use of Stock Medication

If epinephrine or albuterol is administered in an emergency situation, the school nurse, designee, or other individual shall follow the protocols outlined in the training or product instructions.

Follow-up

After administration of the emergency medication, the school nurse or other designated staff member will report appropriate information to emergency services, parents or guardians, central office personnel, and, if determined necessary, the patient will be transported to a hospital.

The school nurse or other designated staff member will complete an incident report and file the report with the school nurse or district office, whichever is applicable.

Protection from Liability

The practice of the healing arts shall not be construed to include any person administering epinephrine or albuterol in emergency situations to an individual if:

- The person administering the epinephrine reasonably believes that the individual is exhibiting the signs and symptoms of an anaphylactic reaction; or
- The person administering the albuterol reasonably believes that the individual is exhibiting the signs and symptoms of respiratory distress;
- A physician or mid-level practitioner, after reviewing the school's policies and procedures, has authorized, in writing, the school to maintain a stock supply of emergency medication; and

- The emergency medication is administered at school, on school property or at a school-sponsored event.

Any person who in good faith renders emergency care or treatment, without compensation, through the administration of emergency medication to an individual at school, on school property, or at a school-sponsored event, and any school that employs or contracts such person shall not be held liable for any civil damages as a result of such care or administration or as a result of any act or failure to act in providing or arranging further medical treatment when the person acts as an ordinary reasonably prudent person would have acted under the same or similar circumstances.

Approved: 2/17/25; 8/27/26

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Steve Nordby, Assistant Superintendent
DATE: 8/5/2026
RE: **Board Policy JBD**

ISSUE & BACKGROUND:

The recently adopted policy JBD contained language that was in conflict with a few of our handbooks and existing procedures regarding make-up work for excused / unexcused absences. The recommended changes and additions further define student responsibilities for completion of make-up work for unexcused absences while also protecting students with accommodations or modifications covered by IEP's or Section 504 plans as well as students involved with McKinney-Vento or foster care services.

ALTERNATIVES:

No alternatives applicable

RECOMMENDATION & FISCAL NOTE:

District administration and legal counsel have reviewed the recommended revisions and believe they align with current district practices and legal obligations. Adoption of these revisions will ensure the district's policy manual remains current and compliant with state and federal requirements.

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

ATTACHMENTS:

Revised Policy JBD Absences and Excuses

JBD - Absences and Excuses

(See AEB, IHEA, JB, JBE, JBH, and JDD)

When a student is absent from school, an attempt shall be made to contact the parent or guardian to determine the reason for the absence. The principal has been designated to determine the acceptability and validity of excuses presented by the parent(s) or the student.

Procedures for notifying parents on the day of a student's absence shall be published in the student handbook.

Excused/Unexcused Absences

The definition of "excused absence" includes the following:

- Personal illness;
- Health-related treatment, examination, or recuperation;
- Serious illness or death of a member of the family;
- Obligatory religious observances;
- Participation in a district-approved or school sponsored activity or course;
- Absences prearranged by parents and approved by the principal; and
- Students of active-duty military personnel may have additional excused absences at the discretion of the principal for visitations relative to leave or deployment.

All absences which do not fit into one of the above categories would be considered an unexcused absence and would subject a student to appropriate disciplinary action. A student serving a period of suspension or expulsion from the district shall not be considered inexcusably absent.

Significant Part of a School Day

An absence of two or more hours in any school day shall be considered an absence for a significant part of the school day.

Make-Up Work

It is the student's responsibility to obtain make-up assignments from teachers following an excused ~~or unexcused~~ absence. Make-up work shall be completed within the time period established in the student handbook of the building the student attends.

Make-up work will not be accepted for academic credit following an unexcused absence, except as required by law or as otherwise provided in this policy. A student remains responsible for the academic content covered during an unexcused absence and may be required to complete the missed work for purposes of demonstrating mastery.

Nothing in this policy shall be construed to limit or deny any accommodation, modification, related service, or specially designed instruction required by a student's individualized education program or Section 504 plan; a student's opportunity to receive and complete coursework during a period of suspension or expulsion as provided by law and policy JDD; or any make-up opportunity required for a student who is homeless within the meaning of the McKinney-Vento Homeless Assistance Act, a student in foster care, or a student whose absence is otherwise protected under state or federal law.

If an absence initially recorded as unexcused is later reclassified as excused, the student shall be afforded the make-up opportunity applicable to an excused absence.

Approved:

KASB Recommendation – 7/96; 9/97; 4/07; 12/14; 6/15; 6/26

USD 457 Revision – [date of board adoption]

AUDIOLOGY SERVICES AGREEMENT

THIS AUDIOLOGY SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _______________, 2026, by and between UNIFIED SCHOOL DISTRICT NO. 457 ("USD 457"), and COMMON SPIRIT SIENA MEDICAL AUDIOLOGY CLINIC ("COMMON SPIRIT").

WHEREAS, USD 457 is interested in contracting with COMMON SPIRIT for the providing of audiology services to USD 457 students during the 2026-27 school year; and

WHEREAS, USD 457 has a need to contract with COMMON SPIRIT for its expertise in providing audiology services.

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

1. **TERM.** The term of this Agreement shall be from September 1, 2026 to May 31, 2027.

2. **AUDIOLOGY SERVICES.** COMMON SPIRIT shall provide audiology services as follows: consultation and services within the scope of the audiology profession, complete required reports, and supervision of audiologists ("Audiology Services"). The dates and times designated for Audiology Services shall be determined in conjunction with COMMON SPIRIT and USD 457 Administration, and shall not exceed 144 hours during the term of this Agreement. COMMON SPIRIT shall maintain all certificates and licenses required by the State of Kansas to provide Audiology Services.

3. **PAYMENT FOR SERVICES.** USD 457 shall pay COMMON SPIRIT for services provided, as follows:

   (a) One Hundred Thirty Dollars ($130.00) per hour for all services provided.

   (b) COMMON SPIRIT 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.

4. **INDEPENDENT CONTRACTOR.** This Agreement creates an independent contract relationship between COMMON SPIRIT and USD 457, and solely for the purpose of the arrangement for and provision of Audiology Services to USD 457 students; and this Agreement shall not constitute the formation of a partnership, joint venture, employment or master-servant relationship between COMMON SPIRIT and USD 457.

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

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

7. **INDEMNITY.** USD 457 and COMMON SPIRIT shall have exclusive control of the management, assets, and affairs of their respective companies. Each of the parties hereto shall be responsible only for its own acts and omissions with respect to its performance hereunder and neither party assumes any liability for any debts or obligations of either a financial or a legal nature incurred by, nor for any act or omission of, the other party to this Agreement. USD 457 shall indemnify and

save harmless COMMON SPIRIT and COMMON SPIRIT's officers, directors, trustees, agents, employees and contractors from and against any and all actions, claims, liabilities, penalties, damages, expenses, and judgments of any kind, including fair and actual attorneys' fees and all court costs, which may be brought or made against COMMON SPIRIT or its staff members, or which COMMON SPIRIT may pay or incur, by reason of any injury or claim of injury to persons or property of any nature arising in whole or in part from any act or omission on the part of USD 457, provided that USD 457 shall have no liability for any injury or claim of injury to persons or property to the extent caused or contributed to by the willful misconduct of COMMON SPIRIT. All indemnities granted in this Agreement shall survive the expiration or earlier termination of this Agreement with respect to events occurring before said expiration or earlier termination.

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

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

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

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

and

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

COMMON SPIRIT: Common Spirit Siena Medical Audiology Clinic
311 E. Spruce Drive
Garden City, Kansas 67846

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

UNIFIED SCHOOL DISTRICT NO. 457

______________________________ By____
Date
Mark Hinde, President
Board of Education of USD 457

ATTEST:

____
Jennifer Ramos, Board Clerk

COMMON SPIRIT SIENA MEDICAL AUDIOLOGY CENTER

______________________________ By____
Date
Print Name:______________________________
Print Title:______________________________

ATTEST:

____
Print Name:______________________
Print Title:______________________

MEMORANDUM

TO:	Board of Education
THRU:	Josh Guymon, Superintendent
FROM:	Jessica Nothern, Chief Financial Officer
DATE:	August 20, 2026
RE:	FY27 Budget & LOB Resolution

ISSUE:

The Board of Education will be asked to approve the FY27 Budget.

BACKGROUND:

Formal action is requested on the FY27 Budget at the August 27th Meeting. I presented the proposed/recommended budget at the August 10th meeting. The Code 99 was sent to the Garden City Telegram the following day and was published in the paper on Saturday, August 15th. This allows for the required 10-day lapse between publication and Board approval at the Hearing. I will present a short recap of what the proposed budget gives for authority and affect to taxpayers.

The Board is also asked to approve the LOB Resolution approving the Statewide Average. This is an annual requirement and establishes the maximum amount that can be used in the budgeting process. This year's budget actually uses a lesser amount of 31.92% in order to reduce the overall mill levy.

ALTERNATIVES:

None

RECOMMENDATION:

Approve the presented FY27 Budget
Adopt the presented LOB Resolution

FISCAL NOTE:

None

ATTACHMENTS:

Code 99
LOB Resolution

Notice of Hearing 2026-2027 Budget

The governing body of Unified School District 457 will meet on the 27th day of August 2026 at 5:00 PM at 1205 Fleming St, Garden City, KS 67846 for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of tax to be levied. Detailed budget information, including budget profile, building needs assessment and Board state assessments review is available at Educational Support Center on the district website and will be available at this hearing.

The Amount of 2026 Tax to be Levied and Expenditures (published below) establish the maximum limits of the 2026-2027 Budget. The 'Est. Tax Rate' (column 7), shown for comparative purposes, is subject to slight change depending on final assessed valuation.

		2024-2025 Actual		2025-2026 Actual		2026-2027 Proposed Budget		
	Code 99 Line	Actual Expenditures (1)	Actual Tax Rate* (2)	Actual Expenditures (3)	Actual Tax Rate* (4)	Budgeted Expenditures (5)	Amount of 2026 Tax to be Levied (6)	Est. Tax Rate* (7)
OPERATING								
General	06	63,564,560	20.000	64,290,688	20.000	66,972,512	8,386,556	20.000
Supplemental General (LOB)	08	20,442,260	16.558	20,900,702	17.113	21,500,000	8,610,922	17.170
SPECIAL REVENUE								
Federal Funds	07	5,692,082		3,268,227		3,278,738		
Adult Education	10	0	0.000	0	0.000	0	0	0.000
Preschool-Aged At-Risk	11	245,206		260,105		815,895		
Adult Supplemental Education	12	0		0		0		
At-Risk Education Fund	13	19,792,457		20,191,768		22,438,582		
Bilingual Education	14	2,159,022		2,551,868		2,773,282		
Virtual Education	15	295,291		318,237		269,048		
Capital Outlay	16	4,757,846	8.000	4,247,406	8.000	32,504,490	4,012,118	8.000
Driver Training	18	4,292		28,457		36,295		
Declining Enrollment	19	0	0.000	0	0.000	0	0	0.000
Extraordinary School Program	22	0		0		0		
Food Service	24	5,287,477		5,349,959		5,638,122		
Professional Development	26	488,878		315,706		512,695		
Parent Education Program	28	437,742		436,440		440,960		
Summer School	29	0		0		0		
Special Education	30	14,516,389		14,775,791		16,153,176		
Cost of Living	33	0	0.000	0	0.000	0	0	0.000
Career and Postsecondary Education	34	1,238,920		1,267,767		1,348,730		
Gifts and Grants	35	1,066,432		1,015,977		1,513,435		
Special Liability Expense Fund	42	0	0.000	0	0.000	0	0	0.000
Extraordinary Growth Facilities	45	0	0.000	0	0.000	0	0	0.000
Special Reserve Fund	47	12,696,106		13,758,361				
KPERS Special Retirement Contribution	51	7,238,835		7,278,208		7,907,773		
Contingency Reserve	53	0		0				
Textbook & Student Material Revolving	55	60,023		2,907,132				
Activity Fund	56	3,633,767		3,102,540				
DEBT SERVICE								
Bond and Interest #1	62	7,307,656	6.513	7,471,231	6.305	8,323,748	2,923,801	5.830
Bond and Interest #2	63	0	0.000	0	0.000	0	0	0.000
No-Fund Warrant	66	0	0.000	0	0.000	0	0	0.000
Special Assessment	67	0	0.000	0	0.000	0	0	0.000
Temporary Note	68	0	0.000	0	0.000	0	0	0.000
COOPERATIVES[1]								
Special Education	78	0		0		0		
TOTAL USD EXPENDITURES	100	170,925,241	51.071	173,736,570	51.418	192,427,481	23,933,397	51.000
Less: Transfers	105	55,735,507		57,161,508		43,590,961		
NET USD EXPENDITURES	110	115,189,734		116,575,062		148,836,520		
TOTAL USD TAXES LEVIED	115	24,390,930		25,938,687		23,933,397		

1. Sponsoring District Only

**Tax Rates are expressed in Mills*

		2024-2025 Actual		2025-2026 Actual		2026-2027 Proposed Budget		
	Code 99 Line	Actual Expenditures (1)	Actual Tax Rate* (2)	Actual Expenditures (3)	Actual Tax Rate* (4)	Budgeted Expenditures (5)	Amount of 2026 Tax to be Levied (6)	Est. Tax Rate* (7)
OTHER								
Historical Museum	80	0	0.000	0	0.000	0	0	0.000
Public Library Board/District	82	0	0.000	0	0.000	0	0	0.000
Public Library Board Employee Benefits	83	0	0.000	0	0.000	0	0	0.000
Recreation Commission	84	0	0.000	0	0.000	0	0	0.000
Rec Comm Emp Benefits & Spec Liab	86	0	0.000	0	0.000	0	0	0.000
TOTAL OTHER	120	0	0.000	0	0.000	0	0	0.000
TOTAL TAXES LEVIED	125	$24,390,930		$25,938,687		$23,933,397		
Assessed Valuation - General Fund	128	$424,648,071		$451,414,288		$419,327,784		
Assessed Valuation - All Other Funds	130	$505,510,565		$533,214,832		$501,514,793		
Assessed Valuation - Capital Outlay	129	$501,548,814		$529,274,947		$501,514,793		
Outstanding Indebtedness, July 1		2024		2025		2026		
General Obligation Bonds	135	74,585,000		70,095,000		61,500,000		
Capital Outlay Bonds	140	0		0		0		
Temporary Note	145	0		0		0		
No-Fund Warrant	150	0		0		0		
Lease Purchase Principal	153	0		0		0		
TOTAL USD DEBT	155	74,585,000		70,095,000		61,500,000		

**Tax Rates are expressed in Mills*

Board President

Clerk of the Board

Exceeding Revenue Neutral for the 2026-2027 School Year

The governing body of Unified School District 457 will meet on the 27th day of August 2026 at 5:00 PM at 1205 Fleming St, Garden City, KS 67846 for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of tax to be levied. Detailed budget information, including budget profile, is available at Educational Support Center and will be available at this hearing.

Revenue Neutral

	2025-2026				2026-2027	
	Actual Taxes Levied (1)	Actual Tax Rate (2)	Revenue Neutral Taxes (3)	Revenue Neutral Tax Rate (4)	Proposed Taxes to be Levied (5)	Proposed Tax Rate (6)
General	$9,037,737	20.000	$9,037,737	19.863	$8,386,556	20.000
ALL OTHER FUNDS						
Supplemental General (LOB)	$9,140,808	17.113	$9,140,808	16.961	$8,610,922	17.170
Adult Education	$0	0.000			$0	0.000
Capital Outlay	$4,400,867	8.000	$4,400,867	7.949	$4,012,118	8.000
Cost of Living	$0	0.000			$0	0.000
Special Liability Expense Fund	$0	0.000			$0	0.000
Extraordinary Growth Facilities	$0	0.000			$0	0.000
Bond and Interest #1	$3,368,726	6.305	$3,368,726	6.305	$2,923,801	5.830
Bond and Interest #2	$0	0.000			$0	0.000
No-Fund Warrant	$0	0.000			$0	0.000
Special Assessment	$0	0.000			$0	0.000
Temporary Note	$0	0.000			$0	0.000
Historical Museum	$0	0.000			$0	0.000
Public Library Board/District	$0	0.000			$0	0.000
Public Library Board Employee Benefits	$0	0.000			$0	0.000

Revenue Neutral Calculation

Total Taxes Levied Including General Fund	$25,948,138	51.418	$25,948,138	51.078	$23,933,397	51.000
Total Taxes Levied Excluding General Fund	$16,910,401	31.418	$16,910,401	31.215	$15,546,841	31.000

Board President

Clerk of the Board

MEMORANDUM

TO:	Board of Education
THRU:	Josh Guymon, Superintendent
FROM:	Jessica Nothern, Chief Financial Officer
DATE:	August 20, 2026
RE:	FY27 Budget & LOB Resolution

ISSUE:

The Board of Education will be asked to approve the FY27 Budget.

BACKGROUND:

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ALTERNATIVES:

None

RECOMMENDATION:

Approve the presented FY27 Budget
Adopt the presented LOB Resolution

FISCAL NOTE:

None

ATTACHMENTS:

Code 99
LOB Resolution

RESOLUTION TO ADOPT LOB PERCENTAGE

Be it resolved that:

The School Board of Unified School District No. 457 shall be authorized to make a Local Option Percentage in an amount of 32.4% for the 2026-2027 school year.

THIS IS TO CERTIFY that the above Resolution was duly adopted by the Board of Education of Unified School District No. 457, Finney County Kansas, on the 27th day of August, 2026.

____
Mark Hinde, Board President

____
Jennifer Ramos, Clerk of the Board