Regular Board of Education Meeting

Monday, June 2, 2025 6:00 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 and classified personnel actions for consideration, Item E.3.
2. Item E.4.a, move approval of the Administrator Handbook and Classified Employee Handbook to New Business for a first read, Item F.5.
3. Remove Item F.1., TNTP Agreement
D. **DELEGATIONS, Q & A, PUBLIC COMMENTS, RECOGNITIONS, COMMITTEE REPORTS**
E. **CONSENT AGENDA**
1. Minutes
a. Minutes of the May 19, 2025, Regular Board of Education Meeting.
2. Accounts Payable totaling $328,525.78, noting that all major accounts contain adequate balances to meet current obligations.
3. Personnel
a. Certified
b. Classified
4. Other
a. The Board of Education is asked to consider and approve the following handbooks for the 2025-26 school year:
    - Elementary Student Handbook
    - ESOL Handbook
    - Garden City High School Student Handbook
    - Garfield Early Childhood Center Student/Parent Handbook
    - Garden City Achieve Student Handbook
    - HGMS-KHMS Athletic and Activity Student Handbook
    - Intermediate Centers Student Handbook
    - Middle Schools Student Handbook
    - TEP Student Handbook
    - Transportation Student Handbook
    - Virtual Academy Adult Handbook
    - Virtual Academy Student Handbook
F. **NEW BUSINESS**
1. The Board of Education is asked to consider and approve the Procurement Plan, Meal Charge Policy, and meal price changes for the 2025-26 school year as presented.
2. The Board of Education is asked to consider and approve the 2026 Child Nutrition Program Agreement.
3. Ratification of the Negotiated Agreement
4. First read of the 2025-2026 Administrator Handbook and Classified Employee Handbook.
G. **BOARD OPEN DISCUSSION**
    - **Robin Bergkamp**
    - **Mark Hinde**
    - **Nathan Haeck**

- **John Wiese**
- **Jackie Gigot**
- **Andy Fahrmeier**
- **Randy Ralston**
- **Josh Guymon**

H. **NEXT BOARD MEETING**

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

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

J. **ACCOUNTS PAYABLE REVIEW - Mark Hinde and John Wiese**

K. **ADJOURNMENT**

GARDEN CITY PUBLIC SCHOOLS

DRAFT MINUTES *DRAFT*

Regular Board of Education Meeting Monday, May 19, 2025 - 6:00 P.M.

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, May 19, 2025, at 6:00 P.M. in the Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846.

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

President Randy Ralston called the meeting to order at 6:00 P.M. The meeting opened with the Pledge of Allegiance.

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

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

C. **MEETINGS OF NOTE**

- Staff Appreciation Dinner, Thursday, May 22, 2025, at 5:30 P.M. in the Garden City High School Commons. Four or more board members may be in attendance.

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

D.1. Remove item H.3., New Business, AVID Membership

D.2. Additional certified personnel actions for consideration, item F.3.

I move to approve the meeting agenda as amended. This motion, made by Andy Fahrmeier and seconded by Mark Hinde, Carried.

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

Yea: 7, Nay: 0

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

E.1. **Building Presentation - Plymell Elementary School,** Suzette Goldsby, Principal,

and the Student Lighthouse Team presented the following:

- Student Lighthouse Team
- Mission Statement
- Monday Morning Meetings
- Staff vs. Student Lead Measures
- Plymell Legacy Mile
- The 7 Habits
- 4.0 Lighthouse Evidence Binder

Board members' questions were answered.

E.2. **Recognition of LETRS Training Completion** Heather Stegman, Director of Instruction, recognized the teachers that completed LETRS training this year and presented the following:

- LETRS Commitment
- 2022-23 1st Cohort
- Early Childhood LETRS
- 2023-24 2nd Cohort
- Administrator LETRS
- Ongoing Learning

Board members' questions were answered.

F. **CONSENT AGENDA – all consent agenda items were approved as presented.**

I move to approve all consent agenda items as amended. This motion, made by Andy Fahrmeier and seconded by Jackie Gigot, Carried.

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

Yea: 7, Nay: 0

F.1. **Minutes**
F.1.a. Minutes of the May 5, 2025, Regular Board of Education Meeting
F.2. **Accounts Payable** totaling $8,116,913.91, noting that all major accounts contain adequate balances to meet current obligations.
F.3. **Personnel** – all certified and classified personnel actions were approved as presented.
F.3.a. **Certified**
Resignations: Rebekah Bencomo, Micha Meyer, Jennifer Simmons, Kelly Vital

Appointments: Ivone Damian Chanocua, Estefany Flores Marte, Maritza Guerrero, Joan Detera, Hilde Napenas, Yalena Rodriguez, Kenneth Suba-an,

Transfers:

- Amy Arteaga from fifth grade position at Abe Hubert Elementary School to fourth grade position at Abe Hubert Elementary School effective for the 2025-26 academic year.
- Paula Baker from computer studies position at Horace Good Middle School to English as second language position at Horace Good Middle School effective for the 2025-26 academic year.
- William Bernhardt-Purdy from social worker position at Alta Brown Elementary School to behavior specialist position at Garden City Achieve effective for the 2025-26 academic year.
- Teri Beaver from adaptive/interrelated position at Horace Good Middle School to virtual teacher position at Garden City Virtual Academy effective for the 2025-26 academic year.
- Mary Carrillo from preschool position at Garfield Early Childhood Center to adaptive/interrelated LEAP position at Buffalo Jones Elementary School effective for the 2025-26 academic year.
- Nicole Fuchs from fourth grade position at Abe Hubert Elementary School to second grade position at Abe Hubert Elementary School effective for the 2025-26 academic year.
- Maria Nikki Martin from third grade position at Gertrude Walker Elementary School to science position at Florence Wilson Elementary School effective for the 2025-26 academic year.
- Ryan Meng from lead associate principal at Garden City High School to head principal at Garden City High School effective for the 2025-26 academic year.
- Jasmin Monino from science position at Victor Ornelas Elementary School to fourth grade position at Victor Ornelas Elementary School effective for the 2025-26 academic year.
- Andrea Moreno from English language arts position at Garden City High School to library media specialist position at Gertrude Walker Elementary School effective for the 2025-26 academic year.
- Rene Rodrigueza from adaptive/interrelated position at Buffalo Jones Elementary School to adaptive/interrelated position at Georgia Matthews Elementary School effective for the 2025-26 academic year.
- Deo Talao from social studies position at Charles Stones Intermediate Center to social studies position at Garden City High School effective for the 2025-26 academic year.
- Juliana Valles from preschool position at Garfield Early Childhood Center to kindergarten position at Georgia Matthews Elementary School effective for the 2025-26 academic year.
- Michelle Wells Woods – from English language arts position at Garden City High School to virtual teacher position at Garden City Virtual Academy effective for the 2025-26 academic year.

Contract Recommendation:

Adoption of final resolution to non-renew contract: Aaron Rassette

Tuition Reimbursement Agreements:

Tyrone O. Gil Jr. – Special Education Degree

Position Requests:

Brad Springston, Principal Horace Good Middle School, requested the following position changes for the 2025-26 school year:

- Close 1.0 science position
- Open 1.0 English as second language position

Ben Luna, Principal of Buffalo Jones Elementary School, requested the following position changes for the 2025-26 school year:

- Close 0.8 science position at Plymell Elementary School

- Close 0.2 science position at Buffalo Jones Elementary School
- Open 1.0 science position at Plymell Elementary School

Drew Thon, chief human resources officer, requested the following position change for the 2025-26 school year:

- Open 1.0 Technology Instructional Coach at the Educational Support Center.

F.3.b. **Classified**

Retirements: Susan Crase, Patrick Ortega

Resignations: Maite Cruz Rosario, Orma Dilbert Rivera, Maria Gonzalez-Mendoza, Chanda Meister, Silvia Villatoro

Transfers:

- Giovanni Delgado from Small Fleet Driver: Transportation to Bus Driver-6hr: Transportation
- Donnie Kirk from Small Fleet Driver: Transportation to Bus Driver-6hr: Transportation

Other:

- David DeLoach, Principal of Gertrude Walker Elementary School, requested to change a current Special Education Paraprofessional I to a Special Education Paraprofessional (Rise Room) effective for the 2025-26 school year.
- Gina Galpin, Director of Special Education is requested the following changes for the 2025-26 school year:
    - Move a 1:1 Paraprofessional position from Alta Brown to Buffalo Jones.
    - Move a 1:1 Paraprofessional position from Charles O. Stones Intermediate Center to Garden City High School.
    - Move 4 Special Education Paraprofessional II positions from Alta Brown Elementary School to Buffalo Jones Elementary School for the new LEAP classrooms.

F.4. **Other**

F.4.a. Approved a quote from Creative Floors to sand, seal, paint game lines and lettering and finish on gym floors at Florence Wilson Elementary School in the amount of $25,845.00.

F.4.b. Approved a quote from Creative Floors to sand, seal, paint game lines and lettering and finish on gym floors at Abe Hubert Elementary School in the amount of $30,541.00.

F.4.c. **Approved the following Curriculum Council items:**

F.4.c.i.GCCC American Literature ll
F.4.c.ii.GCCC Argument & Critical Thinking
F.4.c.iii.GCCC Art History l
F.4.c.iv.GCCC Art History ll
F.4.c.v.GCCC Child Development l
F.4.c.vi.GCCC Course Name Changes
F.4.c.vii.GCCC Diversity in Society
F.4.c.viii.GCCC Environmental Science
F.4.c.ix.GCCC General Physical Science and Lab
F.4.c.x.GCCC Intro to Social Work
F.4.c.xi.GCCC Social Problems
F.4.c.xii.GCCC Sociology of the Families
F.4.c.xiii.GCCC Survey of Civilization ll
F.4.c.xiv.GCCC Understanding Old Testament

F.4.d. **Approved the bid to replace the marquee sign in front of Buffalo Jones Elementary School - Signs Plus in the amount of $24,100 to include installation.**

G. **BOARD REPORTS**

G.1. **Engage After School Program** Jamie Schweer, Engage After School Program Coordinator, presented the following:

- 21st Century Grant Schools
- Staffing & Students
- Our Staff Christmas Get-Together
- Conferences
- After-School Program
- Family Nights
- Business Partners
- Community Service
- Summer School
- Just a Little Fun

Board members' questions were answered.

G.2. **District Alternative Education Placement** Josh Guymon, Deputy Superintendent, Lucas Sullivan, Principal, Garden City Achieve and Drew Thon, Chief Human Resources Officer, presented the following.

In an effort to help expelled students continue curriculum and earn credits, if applicable, the district would like to create an alternative to expulsion. This classroom would be held at the Finney County Detention Center next to the JDC. This program would allow students to continue their work in the curriculum while also having access to programs offered by Youth Services.

- Purpose
- Classroom will be at FCDC Building
- Supports
- Next Steps

Board members' questions were answered.

G.3. **Student Drug Testing End-of-Year Summary** Drew Thon, Chief Human Resources Officer, presented an end-of-year summary and analysis of the district’s first year implementing student drug testing at the secondary level.

Board members' questions were answered.

H. **NEW BUSINESS**

H.1. **Music Trip** Summer Miller, Orchestra Teacher, presented information regarding the Performing Arts staff at Garden City High School planning their next out of state trip to New York, New York for the summer of 2026.

Board members' questions were answered.

I move to approve the Performing Arts trip to New York, New York for the summer of 2026. This motion, made by Nathan Haeck and seconded by Mark Hinde, Carried.

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

Yea: 7, Nay: 0

H.2. **Nutrition Services Large Equipment Purchase** Tracy Johnson, Director of Nutrition Services, presented bids to replace the following large equipment that has aged out and can no longer be repaired.

- Door Dishwasher for Alta Brown and Georgia Mathews
- Under Counter Dishwasher for Jennie Barker
- Steamer for Horace Good
- Ovens (2 each) for Kenneth Henderson and Garden City High School
- Hot Box for Horace Good

Board members' questions were answered.

I move to approve the $72,995.00 purchase from Index Restaurant Supply and $2,884.00 purchase from Sunflower Restaurant as presented. This motion, made by Andy Fahrmeier and seconded by John Wiese, Carried.

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

Yea: 7, Nay: 0

H.3. **Kansas Association of School Boards Membership Renewal for 2025-26** Josh Guymon, Deputy Superintendent, presented information regarding how the district utilizes the KASB membership and how it benefits the district and staff. The total cost of the membership including Season Pass and Legal Assistance Fund is $18,248.00.

Board members' questions were answered.

I move to approve the renewal of the KASB Membership and LAF Agreement for the 2025-26 year. This motion, made by Nathan Haeck and seconded by Andy Fahrmeier, Carried.

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

Mark Hinde recused himself due to a conflict of interest and left the board meeting room at 7:39 P.M.

H.4. **Teen Intervene Program Agreement** Josh Guymon, Deputy Superintendent, presented the following information. Beth Koksal from LiveWell Finney County was present to help answer questions.

- USD 457 staff would like to contract with LiveWell Finney County to provide Teen Intervene services. Teen Intervene is a brief, evidence-based intervention program designed for adolescents ages 12 to 19 who display early signs of alcohol, vaping, or other substance use (the “Program”). Developed by Hazelden Publishing, the Program incorporates the principles of motivational interviewing, cognitive-behavioral therapy, and the stages of change model. The Program helps youth examine their behavior, take responsibility for choices, and commit to positive behavioral changes. The Program curriculum also includes a dedicated module on nicotine and vaping—addressing trends commonly seen in high school populations. The Program can be delivered in one to six sessions depending on individual student need.
- The program will be funded by a grant.

Board members' questions were answered.

I move to approve the Teen Intervene Program Agreement between the Board of Education of USD 457 and Finney County Community Health Coalition (LiveWell Finney County). This motion, made by Robin Bergkamp and seconded by Jackie Gigot, Carried.

Bergkamp: Yea
Fahrmeier: Yea
Gigot: Yea
Haeck: Yea
Hinde: Abstain (With Conflict)
Ralston: Yea
Wiese: Yea
Yea: 6, Nay: 0, Abstain (With Conflict): 1

Mark Hinde Returned to the board meeting room at 7:52 P.M.

I. **BOARD OPEN DISCUSSION**

- **Randy Ralston** stated that he was disappointed that he had to miss graduations. He thanked Nathan Haeck and his congregation for the goodie bags they made and delivered to staff on behalf of the Board during Teacher Appreciation Week. He thanked Plymell Elementary for their building presentation and for their involvement in the community.
- **Robin Bergkamp** stated she was sad to miss graduations. She stated that she attended the Hall of Fame Ceremony on Friday night and that it was very nice. She also wished administration luck in the next couple of months as they prepare for the next school year.
- **Mark Hinde** congratulated the Hall of Fame Inductees, Johnetta Holmes-Hebrlee and Gary Fief and stated it was fun attending the ceremony. He congratulated the 2025 graduates and stated that it was fun to attend both the GC Achieve and Garden City High School graduation ceremonies. He also thanked Plymell Elementary School for their presentation, Jamie Schweer and staff for the After School Program presentation and the teachers for completing the LETRS training.
- **Nathan Haeck** stated that it was fun to be at both graduations and see the excitement in both the kids and parents. He thanked the retiring teachers for their service and wished them well moving forward. He encouraged the teachers and staff to finish the year strong and thanked them for their hard work. He also thanked Plymell Elementary School for their presentation, Jamie Schweer and staff for the After School Program presentation and the teachers for completing the LETRS training. He also thanked Drew Thon and the school system for their support of the international teachers.
- **John Wiese** thanked staff for their hard work this school year. He stated that attending graduation has always been a highlight of being on the Board of Education and that he enjoyed attending again this year. He also thanked Plymell Elementary School for their presentation, Jamie Schweer and staff for the After School Program presentation and the teachers for completing the LETRS training.
- **Jackie Gigot** stated that she enjoyed attending graduations. She also thanked Jamie Schweer and staff for the After School Program presentation and the teachers for completing the LETRS training.
- **Andy Fahrmeier** stated that he enjoyed attending graduations and that it is an exciting time and thanked staff for their hard work in putting on the ceremonies. He thanked the Plymell Student Lighthouse Team for their presentation and thanked the teachers for completing the LETRS training. He thanked Drew Thon for his report on the Student Drug Testing and thanked the Board for approving that policy. He also thanked the faculty for their hard work throughout the year.
- **Dr. Dominguez** stated that this is his last Board meeting at USD 457. He thanked staff for their hard work and stated that their work is important from Pre-k through graduation. He thanked retirees for their hard work and dedication to the district. He stated that the work represented in all the presentations tonight is helping move the district forward. He also stated that it has been an honor to serve the last three years as Superintendent of Garden City Public Schools.

J. **NEXT BOARD MEETING** - The next meeting of the Board of Education will take place on Monday, June 2, 2025, at 6:00 P.M. in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.

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

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

Mr. President, I move we go into executive session for 10 minutes, to discuss negotiations for the 2025-26 school year pursuant to the exception for employer-employee negotiations under KOMA, beginning at 8:05 P.M. and the open meeting will resume in the Board Meeting Room at 8:15 P.M. I would like to invite Dr. Dominguez, Josh Guymon, Drew Thon and Jessica Nothern to join us in executive session. This motion, made by Andy Fahrmeier and seconded by Mark Hinde, Carried.

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

Yea: 7, Nay: 0

The open meeting resumed in the board meeting room at 8:15 P.M.

L. **ACCOUNTS PAYABLE REVIEW** - Nathan Haeck and Andy Fahrmeier

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

That the Board of Education meeting be adjourned at 8:20 P.M. This motion, made by Andy Fahrmeier and seconded by Mark Hinde, Carried.

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

Yea: 7, Nay: 0

Respectfully submitted,

Jennifer Ramos, Clerk

Approved:

Randy Ralston, President

BOARD OF EDUCATION

Certified Personnel Actions

June 2, 2025

RESIGNATIONS:

Nicole Fuchs, fourth grade teacher at Abe Hubert Elementary School, has submitted her letter of resignation effective May 23, 2025.

Justin Reich, administrative Intern at Victor Ornelas Elementary School / Florence Wilson Elementary School, has submitted his letter of resignation effective June 30, 2025.

APPOINTMENTS:

Josephine Aquino, Philippines, is recommended for a science position at Victor Ornelas Elementary School effective for the 2025-26 academic year. She has eighteen years' experience.

Patrick Aquino, Philippines, is recommended for a to be determined position at Garden City High School effective for the 2025-26 academic year. He has eighteen years' experience.

Maricel Timtiman, Philippines, is recommended for a third grade position at Gertrude Walker Elementary School effective for the 2025-26 academic year. He has nineteen years' experience.

Novalyn Vidal, North Charleston, South Carolina, is recommended for an English language arts position at Garden City High School effective for the 2025-26 academic year. She has twelve years' experience.

TRANSFERS:

Becky Alexander – from instructional coach position at Georgia Matthews Elementary School / Alta Brown Elementary School to instructional technology coach position at the Educational Support Center effective for the 2025-26 academic year.

Roque Alferez – from resource position at Garden City High School to adaptive/interrelated position at Garden City High School effective for the 2025-26 academic year.

Miguel Alvarez – from school counselor position at Garden City High School to school counselor position at Charles Stones Intermediate Center effective for the 2025-26 academic year.

Linda Davis – from adaptive/ interrelated position at Edith Scheuerman Elementary School to first grade position at Edith Schruerman Elementary School effective for the 2025-26 academic year.

Ryli Gottschalk – from social worker position at Charles Stones Intermediate Center to school counselor position at Charles Stones Intermediate Center / Bernadine Sitts Intermediate Center effective for the 2025-26 academic year.

Tyler Keiss – from adaptive/interrelated position at Charles Stones Intermediate Center to adaptive/interrelated position at Garden City High School effective for the 2025-26 academic year.

Carrie Pak – from first grade position at Edith Scheuerman Elementary School to second grade position at Alta Brown Elementary School effective for the 2025-26 academic year.

Eric Smith – from science position at Garden City High School to technology lab position at Garden City Achieve effective for the 2025-26 academic year.

Yalena Rodriguez – from career school counselor position at Garden City High School to school counselor position at Garden City High School effective for the 2025-26 academic year.

Juan Vicente-Ramos – from school counselor position at Charles Stones Intermediate Center/ Bernadine Sitts Intermediate Center to school counselor position at Garden City High School effective for the 2025-26 academic year.

TUITION REIMBURSEMENT AGREEMENT:

Megan Suderman – Master's Degree

BOARD OF EDUCATION

Addendum to Certified Personnel Actions

June 2, 2025

RESIGNATIONS:

Amy Harris, mathematics teacher at Kenneth Henderson Middle School, is submitting her letter of resignation effective May 23, 2025.

Melissa Hensley, vocational agriculture teacher at Garden City High School, is submitting her letter of resignation effective May 30, 2025.

Matthew Horney, principal at Jennie Barker Elementary School, is submitting his letter of resignation effective May 30, 2025.

Satvinder Kalley, mathematics teacher at Garden City High School, is submitting his letter of resignation effective May 23, 2025.

APPOINTMENT:

Jayson Timtiman, Philippines, is recommended for an adaptive/interrelated position at building to be determined effective for the 2025-26 academic year. He has twenty four years' experience.

TRANSFERS:

Trista Bailey – from English language arts position at Garden City High School to administrator intern position at Garden City High School effective for the 2025-26 academic year.

Logan Bevis – from social studies position at Garden City High School to associate principal position at Garden City High School effective for the 2025-26 academic year.

Sofia Montoya Ortiz – from mathematics position at Garden City High School to ESL mathematics position at Garden City High School effective for the 2025-26 academic year.

BOARD OF EDUCATION

Classified Personnel Actions

June 2, 2025

RESIGNATIONS	POSITION	BUILDING	DATE
Bonnie Comer	Special Education Paraprofessional II	Victor Ornelas Elementary School	05/22/25
Leydaly Yazmin Enriquez	Paraprofessional I	Kenneth Henderson Middle School	05/22/25
Rosa Garcia Cardoza	Special Education Paraprofessional I/II	Buffalo Jones Elementary School	05/22/25
Joe Bob Persinger	Special Education Paraprofessional I	Bernadine Sitts Intermediate Center	05/22/25
Gabriella Marie Rodriguez	Special Education Paraprofessional I	Garfield Early Childhood Center	05/22/25
Aleshka Salazar Ibaven	Paraprofessional I	Horace Good Middle School	05/22/25
Holly A. Thomas	Paraprofessional I	Garfield Early Childhood Center	05/22/25

ASSIGNMENTS	POSITION	BUILDING	DATE
Cecilia Solis	Substitute Custodian	Plant Facilities	05/27/25

TRANSFERS	FROM	TO	DATE
Alyssa Paige Cedillo	Administrative Specialist I: Educational Support Center	Administrative Specialist II: Educational Support Center	06/02/25

BOARD OF EDUCATION

Classified Personnel Actions Addendum

June 2, 2025

TRANSFERS	FROM	TO	DATE
Sylvia Carrillo Ramos	Office Assistant I: Educational Support Center	Deputy Board Clerk: Educational Support Center	6/16/25

OTHER:

Justin Reich, Administrative Intern at Victor Ornelas Elementary School, is requesting the following changes for the 25-26 school year: Add a full time resource paraprofessional II position due to student needs.

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Tracy Johnson, Director of Nutrition Services
DATE: June 2, 2025
RE: School Year 2026 Nutrition Service Policy and Meal Price Approval

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ISSUE:

The Board of Education is asked to consider and approve the following policies and meal price changes for the 2025 26 School year.

BACKGROUND:

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

ALTERNATIVES:

Adult meal prices would have to be supplemented by the district to assure the Nutrition Department is receiving a total of $5.00 per adult meal.
Leave student paid lunch at 2024 25 rates.

RECOMMENDATION:

The Nutrition Department recommends the approval for:

Nutrition Service Meal Charge Policy
Nutrition Services Procurement Plan
2025 26 Meal Prices

FISCAL NOTE:

The Nutrition Service Meal Charge Policy will prevent students from accumulating uncollectable debt over negative $11.80.

The Nutrition Service Procurement Plan is the purchasing policy and procedures used by the department approved by KSDE.

The 2025 26 Meal Price memo set the school meal prices for the 2025 – 2026 school year

ATTACHMENTS:

Meal Charge Policy 2026
Nutrition Service Procurement Policy 2026
Meal Prices 2026

Garden City Public Schools

2026 PROCUREMENT PLAN

Child Nutrition Program

This procurement plan will be implemented on July 1, 2025 and will be in effect from July 1, 2025 through June 30, 2026. All procurements must adhere to free and open competition. Source documentation must be available to determine open competition as well as the reasonableness, allowability, and allocation of costs.

President Board of Education	Date
District Superintendent	Date
Authorized Representative	Date

Procurement Authority for USD 457, Garden City Public Schools

Name	Title	Responsibilities	Contact Information
Jessica Nothern	Financial Officer	Oversees district financials	620-805-7000
Tracy Johnson	Director	Oversees nutrition financials	620-805-7080
Susana Esquivel	Purchasing Clerk	Prepares bids, places orders	620-805-7080
Jessica Harmon	Bookkeeper	Pays bills, keeps financial records	620-805-7080

PROCUREMENT THRESHOLDS

USD 457, Garden City Public Schools Child Nutrition and Wellness will use the State Small (informal) purchase threshold of $250,000.00 food/$20,000 non-food.

PROCUREMENT PLAN

1. USD 457 Garden City Public Schools Child Nutrition and Wellness's plan for procuring items for use in the Child Nutrition Program is as follows. The procurement plan provides free and open competition, transparency in transactions, comparability, and documentation of all procurement activities.

2. If the amount of purchases is more than the Small (Informal) purchase threshold indicated above, formal procurement procedures will be used as required by 7 CFR 3016.36 and 2 CFR 200. Informal procurement procedures will be required for purchases under the most restrictive small purchase threshold. Sponsors may use Micro purchasing procedures, as appropriate, for procurements valued at <$10,000.00 if equitably distributed.

3. The following procedures will be used for all purchases

Category	Procurement Method	Award Type	Contract Award Type	Contract Duration or frequency
Produce	Formal	Bottom Line	Fixed Price with Economic Adjustment Factor	Yearly
Food	Formal	Line Item	Firm Fixed Price	Yearly
Non-Food	Formal	Line Item	Firm Fixed Price	Yearly
Milk	Formal	Bottom Line	Fixed Price with Economic Adjustment Factor	Yearly
Bread	Formal	Bottom Line	Firm Fixed Price	Yearly
Pizza	Formal	Bottom Line	Firm Fixed Price	Yearly
Small Equipment	Small	Line Item	Firm Fixed Price	As Needed
Large Equipment	Formal	Line Item	Firm Fixed Price	As Needed

4. Because of the potential for purchasing more than the Small (Informal) purchase threshold, it will be the responsibility of the Purchasing Clerk to document the amounts to be purchased so the correct method of procurement will be followed. Method of documenting the value of the item(s) to be procured will be 1) Cost Analysis, 2) Availability of product and 3) Reliability of company.

MICROPURCHASES (Single procurements of <$10,000.00)

Micro purchases may be made when the total procurement (purchase) is less than $10,000.00. To qualify as a micro purchase, the following criteria will be used:

1. The total procurement is below the micro purchasing threshold of $10,000.00.
2. The price of the procurement is reasonable.
3. The procurement is made non-competitively.

Effort must be made to make micro purchases equitably among all available suppliers

SMALL (INFORMAL) PURCHASES

If the amount of purchases for items is less than the Sponsor's small (informal) purchase threshold as defined in Section A, the following small (informal) purchase procedures will be used.

1. Written specifications will be prepared and provided to the vendor.
2. The Purchasing Clerk will be responsible for contacting potential vendors when the price quotes are needed.
3. Each vendor will be contacted and given an opportunity to provide a price quote on the same specifications. A minimum of two bids will be solicited, with additional solicitations being a best practice.
4. Each vendor will be given an opportunity to bid "…or equal product" to any specifications given.
5. The price quotes will receive appropriate confidentiality before awarded.
6. Quotes will be awarded by the Purchasing Clerk.
7. The Purchasing Clerk will be responsible for documentation of records to show selection of vendor, reasons for selection, names of all vendors contacted, price quotes from each vendor, and written specifications. The Purchasing Clerk will determine how these records will be kept (e-files, folder, notebook, etc.)
8. The Purchasing Clerk will be responsible for documentation that the actual product specified is received.
9. Any time an accepted item is not available, the Purchasing Clerk will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item
10. The Purchasing Clerk will assure that "Buy American" provisions apply to all Small (Informal) purchases as documented in Section C. 5 y (i-iv) of the Code of Federal Regulations.
11. Bids will be awarded on the following criteria:
    a. PRICE is the primary factor;
    b. AVAILABILITY of product
    c. RELIABILITY/HISTORY with company

12. The Director is required to sign all quote tabulations, signifying a review and approval of the selections

FORMAL PROCUREMENTS

Invitations for Bid (IFB) will be sent out to known vendors and those requesting one. Formal bids are awarded on a yearly basis unless indicated otherwise. Bids will be placed on the gckschools.com website for 6 weeks before due date. All completed bids will be opened at once on the due date, which will be stated in the "BID LETTER" accompanying the spreadsheet list of items needing to be purchased under contract. The opening of the sealed bids will occur in the Nutrition Services office at 1205 Fleming St. Garden City, KS 67846.

The requirements of the completed bid will be included in the accompanying "BID LETTER" (The procurement document), including requiring an electronic format in the original spreadsheet and all brands, prices and manufacturer codes for items.. It will also include any information needed to complete the semester's deliveries: dates of contract, delivery schedules, ordering formats and contact person. Incomplete line items will be considered a "No Bid". USD #457 Nutrition Services will analyze each individual item proposed and determine the award based on pricing, brands desired and what is believed to be in the best interests of the Child Nutrition program. USD #457 Nutrition Services reserves the right to accept or reject any bid in whole or part.

Nutrition Services, USD 457 will positively use all efforts to involve minority, women's and small businesses and labor surplus firms in their purchasing. They will also make every attempt to support local food vendors and will always be strict in complying with the "Buy American" provisions of the law. Documentation is required as set forth in the bid letters before awarding a non-domestic item over a domestic one. This documentation will either prove the quality or availability of the domestic product is inferior or the price difference would be harmful to Nutrition Services financially. Advance written approval is required by Nutrition Services if a non-domestic product is to be delivered, as stated in the "PRODUCE BID" AND "FOOD/NON-FOOD" bid letters.

All bids will be analyzed equally and for most items an "…or equal product" will be accepted.

All purchase incentives, discounts, rebates, and credits should be built into the price of each product and any that are not will be returned to our non-profit foodservice fund.

Bottom line bids will be awarded to a single vendor based on the entire amount the items on the bid are estimated to cost for the year. Produce prices are bid by market value and vendors need not notify of price changes from week to week and the other (food/non-food) items are bid based on the price for the year and we require 10 days' notice if those prices change. Although this bid is "all or none" these criteria are factored in to this award:

1. Price
2. Quality of brand bid
3. Timeliness of deliveries, to the warehouse AND all of the school sites receiving deliveries (refer to Receiving Policy – below)
4. Ability to provide all items on the list. The number of "No Bid" items will count against the company bidding
5. On-line ordering system
6. Contact person/salesperson helping to fix problems immediately

Line item bids are analyzed item by item and awarded separately to all bidding companies according to these criteria:

1. Price
2. Quality of brand bid
3. Timeliness of deliveries (refer to Receiving Policy – below)
4. On-line ordering system
5. Contact person/salesperson helping fix problems immediately

Items can be reassigned to another vendor for these reasons:

1. Price change by vendor that goes above other bids

2. Quality of brand bid unacceptable by Nutrition Services (or the product is found to contain trans-fats, or not enough whole grain)
3. Lack of timeliness in getting product delivered (refer to Receiving Policy – below). Orders are placed well ahead of time to provide the items advertised on our menus.

Protests of entire bids or of line items can be directed to Tracy Johnson, 620-805-7080, or trjohnson@gckschools.com. Any protests must be received 10 days before expected delivery of item(s).

As is stated in BID letters, the results will be sent electronically to all vendors involved and any other interested parties. A hard copy can be mailed upon request. Any discrepancies found or items needing to be reassigned to another vendor will be sent out to all involved by e-mail. Updated results will be sent to all interested parties within a couple of weeks if there are numerous changes.

A vendor's contract can be terminated with a ten-day notice from USD 457 Nutrition Services. A file is kept for each vendor and when a vendor's service becomes unsatisfactory a warning will be given. If the quality of service or product doesn't begin to meet standards the contract will be terminated for a length of time to be determined by Tracy Johnson.

All aspects of USD 457 Nutrition Services paperwork concerning both bids is public information and can be requested at any time by calling Tracy Johnson, Director of Nutrition Services, at 620-805-7080 or by e-mailing trjohnson@gckschools.com. Any questions regarding specifications, purchase conditions or interpretation can be requested as well.

All vendors are required to maintain books, documents, papers and records for 5 years on all contracts with Nutrition Services and to provide access to duly authorized representatives of the Sponsor, State Agency, USDA or Comptroller General.

Once a vendor receives the list of the items they are awarded they will also start receiving orders by e-mail to be delivered to the warehouse and schools. When they receive the orders they must immediately confirm delivery date and that all items will be delivered. Nutrition Services will work out order schedules to comply with each vendor's policies concerning minimum delivery amounts.

Nutrition Services provides estimates of amounts to be ordered throughout the contract and as stated in the bid letters, the estimated amounts are not binding, they are merely a useful tool for companies to use when setting prices of products. The estimated amounts are generated using amounts ordered from previous semesters and Nutrition Services may request a "Usage Report" for certain dates and products from each vendor to be used for the next bid estimates.

Tracy Johnson, Director of Nutrition services will be responsible for ensuring all bids are secured and for ensuring all bids are conducted in compliance with applicable Federal, State and local procurement regulations. Any protests can be directed to her by e-mail or mail at 1205 Fleming St. Garden City, KS 67846.

Receiving Policy:

1. Regular Warehouse Hours: 6 am-11 am 12:30 pm-2:30 pm
2. Monthly food/non-food warehouse orders are a high priority from vendors. Nutrition Services will be flexible in delivery dates, split orders, amounts, etc. to achieve receiving large orders earlier in the morning.
3. Order delivered to schools must be delivered by 10:30 AM.

Buy American Provisions

The Buy American provision requires school food authorities to purchase, to the maximum extent practicable, domestic commodities or products. The Buy American provision applies to school food authorities located in the 48 contiguous United States. Although Alaska, Hawaii, and the U.S. territories are exempt from the Buy American provision, school food authorities in Hawaii are required to purchase food products produced in Hawaii in sufficient quantities. Likewise, school food authorities in Puerto Rico are required to purchase food products produced in Puerto Rico in sufficient quantities.

This provision supports the mission of the child nutrition programs, which is to serve children nutritious meals and support American agriculture. Program regulations that govern this provision apply to school food authorities that operate the National School Lunch and/or School Breakfast Programs and are found at 7 CFR 210.21(d) and 7 CFR 220.16(d), respectively. This memorandum provides information regarding implementation of the Buy American provisions recently codified in the final regulations.

USDA codified in regulations the two limited exceptions when non-domestic foods may be purchased by school food authorities. USDA also added to the first exception the option to use the 48 CFR 25.104 Non-available articles list, as a list of excepted items.

The final rule codifies the two limited exceptions as follows:

1. The product is listed on the Federal Acquisitions Regulations Non-available articles list found at 48 CFR 25.104 and/or is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
2. Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

USDA established in regulations a new threshold for school food authorities that use exceptions. The limit on the percent of **total** commercial food costs from non-domestic foods will be phased in over 7 school years.

- Beginning in SY 2025-26, the non-domestic food purchases cap will be 10 percent.
- Beginning in SY 2028-29, the non-domestic food purchases cap will be 8 percent.
- Beginning in SY 2031-32, the non-domestic food purchases cap will be 5 percent.

This phased-in approach will allow schools to gradually adjust to the new requirement and will allow USDA to continue to collect data on use of the Buy American exceptions. Items listed on the Federal Acquisitions Regulations Non-available articles list **must be counted** toward the cap on non-domestic purchases when it goes into effect.

USDA codified in program regulations the requirement for school food authorities to include the Buy American provisions in all procurement procedures, solicitations, and contracts. Inclusion of this language in procurement materials is already widely implemented by school food authorities and is codified through this rulemaking.

USDA codified the definition of substantially that was previously provided in guidance. The definition is as follows: “Substantially using agriculture commodities that are produced in the United States” means over 51 percent of a food product must consist of agricultural commodities that were grown domestically.

USDA codified in program regulations, with no changes from current statutory requirements or policy guidance, language that addresses how Buy American requirements apply to fish and fish products.

- Farmed fish must be harvested within the United States or any territory or possession of the United States.
- Wild caught fish must be harvested within the Exclusive Economic Zone of the United States or by a United States flagged vessel.

Buy American Documentation

Limited Exceptions: Exceptions: Exceptions to the Buy American provision should be used as a last resort. However, an alternative or exception may be approved by USD 457. Exceptions include:

1. The product is not produced or manufactured in the USA in sufficient and reasonable available quantities of a satisfactory quality; or
2. Competitive bids reveal the cost of a USA product are significantly higher than the non-domestic product.

Limited expectation to the Buy American Provision allow for the purchase of products not meeting the "domestic" standard. Before utilizing an exception, alternatives must be considered by the USD 457:

1. Are there other domestic sources for this product?
2. Is there a domestic product that could be easily substituted, if the non-domestic product is less expensive?
3. Are bids being solicited at the best time of the year?

To be considered for the alternative or exception, the request must be submitted in writing to the Procurement Specialist in advance of delivery. The distributor is requesting an exception from the USD 457 and must include the:

1. Alternative substitute(s) that are domestic and meet the required specifications:
    - **a.** Price of the domestic food alternative substitutes(s); and
    - **b.** Availability of the domestic alternative substitute(s) in relation to the quantity ordered.
2. Reason for exception: limited/lack of availability or price (include price):
    - **a.** Price of the domestic food product; and
    - **b.** Price of the non-domestic product that meets the require specification of the domestic product.

The district will use the state approved Buy American Tracking Worksheet. The managers will high light non-US product deliveries on the invoice. The procurement specialist will maintain the worksheet. Products that are never purchased from the USA, will be listed as an annual purchase via the vendors EOY purchase history via their online portal or e-mail request.

USD 457 is the final authority for approving an exception and must keep justification documentation on file.

2026 MEAL CHARGE POLICY:

Elementary and intermediate paid students will not be allowed to exceed $11.80 in charges at any time. Once the student account falls below $2.95 they will be told that their funds are running low and asked to let their parents know to add more funds to their account so they do not accrue charges. Once the student starts accumulating charges a letter will be sent home with elementary students and a note given to the intermediate students. All parents with a valid e-mail will receive notification that their child's account is in the negative. If the child account exceeds the $11.80 charge limit the student will receive an alternate meal until charges are paid in full. The parent will be notified on a daily basis until the account is brought back into good standings. Students will be allowed to purchase a meal if the student pays cash. The first of May, all charges will be cut off and all negative accounts will be paid in full before the last day of school.

Middle school paid students will not be allowed to exceed a $6.10 charge amount at any time. Once the student account falls below $3.05 they will be told that their funds are running low and asked to let their parents know to add more funds to their account so they do not accrue any charges. If the child account exceeds the maximum, $6.10 charge limit the student will receive an alternate meal until charges are paid in full. Students will be allowed to purchase a meal if the student pays cash. The first of May, all charges will be cut off and all negative accounts will be paid in full before the last day of school.

High school paid students will not be allowed to exceed a $3.20 charge amount at any time. Alternate meals will not be provided at the high school. Students will be allowed to purchase a meal if the student pays cash.

Payments for school meals may be made at the school, at the point of service of school meals, or online at https://family.etrition.com/p/GC457. Students, parents, and guardians of students are encouraged to prepay meal costs.

The district will provide a copy of this unpaid meal charges policy to all households at or before the start of school each year and to families and students that transfer into the district at the time of transfer. The terms of this policy will also be communicated to all district staff responsible for enforcing any aspect of the policy, a copy of the policy will be posted in district meal service facilities, and the policy will be made available on the district's website and social media accounts. Records of how and when it is communicated to households and staff will be retained.

Parents are encouraged to fill out a free and reduced lunch application or send a sack lunch if unable to pay for school meals. ADULTS, INCLUDING USD #457 EMPLOYEES ARE REQUIRED TO PAY IN FULL AT EACH MEAL.

When students withdraw or graduate from Garden City Public Schools, parents may complete a refund request to receive the remaining balance in their student's account. If a refund request is not received by the District within three months of withdrawal or graduation, the remaining funds may be transferred to a District account to help ensure that all students have access to nutritious meals during the school day. All lunch balance funds must be refunded to families that qualify for free or reduced price meals and may not be transferred to the donation account.

Nutrition Services

Memo

To: Jessica Nothern, Financial Officer

From: Tracy Johnson, Nutrition Service Director

cc: Josh Guymon, Assistant Superintendent

Date: May 20, 2025

Re: 2025 - 2026 School Lunch Prices

USDA and KSDE is recommending all school districts perform a Weighted Average Price Calculation each school year to establish if meal prices need to be increased. By using the price calculator, our district will need to increase prices by the maximum $.10 at each grade level. Adult breakfast will remain $3.00 and lunch will increase to $5.00 in accordance with USDA Adult Meal Price Policy to stay above reimbursement.

Due to the financial stability of the Nutrition Service Account going into the 2025 – 26 school year all students, regardless of status will continue to receive free breakfast. In addition, Reduce students will continue receive free lunch.

Lunch Meal Pricing for the 2025 -2026 School Year

Grade Level	Lunch Pricing
PreK – 6	$2.95
7-8	$3.05
9-12	$3.20

Thank you for your consideration of this request.

Tracy Johnson

Tracy Johnson, Director of Nutrition Services

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Tracy Johnson, Nutrition Service Director
DATE: May 22, 2025
RE: Approval of Child Nutrition 2026 Program Agreement

ISSUE:

The Board of Education is asked to approve the 2026 Child Nutrition Program Agreement

BACKGROUND:

The 2026 Child Nutrition Program Agreement has to be board approved in order to participate in the following programs: National School Lunch Program, School Breakfast Program, Special Milk Program, Afterschool Snack Program, Cash-in-lieu-of Commodities, Child and Adult Care Food Program, At-Risk Afterschool Meals, Fresh Fruit and Vegetable Program, Summer Food Service Program and Seamless Summer Option

ALTERNATIVES:

No other alternatives applicable.

RECOMMENDATION:

It is recommended that the Board of Education approve the 2026 Child Nutrition Program Agreement

FISCAL NOTE:

Not applicable.

ATTACHMENTS:

2026 Child Nutrition Program Agreement

Child Nutrition & Wellness
Kansas State Department of Education

2026 PROGRAM AGREEMENT

National School Lunch Program, School Breakfast Program, Special Milk Program, Afterschool Snack Program, Cash-in-lieu-of Commodities, Child and Adult Care Food Program, At-Risk Afterschool Meals, Fresh Fruit and Vegetable Program, Summer Food Service Program and Seamless Summer Option

Instructions:

1. Two copies of this agreement must be completed, signed and submitted to Child Nutrition & Wellness, Kansas State Department of Education (KSDE), Landon State Office Building, 900 SW Jackson Street, Suite 251, Topeka, KS 66612-1212. Original signatures are required. A signature stamp is acceptable only if it is registered with the Kansas Secretary of State.
2. When this agreement is approved, a copy will be returned for the Sponsor's files.

Please print.

Sponsor Number D0457 **Sponsor Name** Garden City Public Schools

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A. Additional Documents Incorporated Into this Agreement

The following separate documents are incorporated herein by reference and are a part of this agreement. The Sponsor shall complete these documents using instructions provided by Child Nutrition & Wellness, Kansas State Department of Education (KSDE). The Sponsor agrees to seek approval from KSDE prior to using a modified version of any form or attachment listed below.

All School Nutrition Programs (via the KN-CLAIM computer system)**:**

- Sponsor Application
- Site Application(s)
- Monthly/Annual Financial Report
- Wellness Impact Tool
- Food Safety Training Record
- Pre-Verification Worksheet
- Post Verification Results
- Community Eligibility Provision Notification
- Paid Lunch Equity Tool

National School Lunch Program (NSLP), School Breakfast Program (SBP), Cash-in-lieu-of Commodities:

- Letter to Household
- Application Packet for Free and Reduced Price School Meals
- Notify Household about School Meal Benefits
- Consent for Disclosure
- Announcement of Child Nutrition Programs
- Appointment of a New Authorized Representative
- Confirm Your Eligibility for Free/Reduced Price Meals
- We Have Reviewed Your Application (Verification Results Letter)
- Procurement Plan
- Written Standards of Conduct
- Sponsor Unpaid Meal Charge Policy

Child & Adult Care Food Program (CACFP):

- Management Plan
- Budget
- Purchasing Plan
- Written Standards of Conduct
- Verification of CACFP Staff Training
- Recordkeeping Forms
- Meal Contract (if applicable)

Summer Food Service Program (SFSP):

- Letter to Health Department
- Budget
- Purchasing Plan and Written Standards of Conduct
- Training Certification
- Vended Meal Contract, if applicable
- Letter to Household, if applicable
- Waiver to Unitized Meals, if applicable

Special Milk Program (SMP) - Paid and Free Milk:

- Special Milk Only – Application Packet for Free Milk
- Special Milk – Information for Households with Kindergarten or Pre-K Students
- Notification of Eligibility Determination
- Consent for Disclosure
- Announcement of Child Nutrition Programs
- Appointment of a New Authorized Representative
- Letter to Household about Direct Certification
- Letter to Household about Benefit Decrease

B. Definitions

For the purpose of this agreement, the following definitions apply.

1. Adult: A person who meets any of the following criteria: (a) a staff member or employee of a school, including all faculty, supervisory, and other personnel, or (b) a person who is 21 years of age or older, or (c) a person who is not a student of high school grade or under.

   "Adults enrolled for care and training" means (a) students enrolled in school classes above the 12th grade level, and (b) all persons 21 years or older receiving care and training as enrollees of institutions.

2. Afterschool Snack Program: The National School Lunch Program (NSLP) offers cash reimbursement to help schools serve snacks to children after their regular school day ends.

3. At-Risk Afterschool Meals: The At-Risk Afterschool Meals component of the Child and Adult Care Food Program (CACFP) offers Federal funding to afterschool programs that serve a meal or snack to children in low-income areas.

4. Categorically Eligible Child: A child who is eligible for free meal benefits because they, or any household member, receive benefits under Assistance Programs or the child is designated as a member of the Other Source Categorically Eligible Programs. An individual child's eligibility under any of the Other Source Categorically Eligible Programs does not convey to other children in the household. There are two ways a child may be classified as categorically eligible:
   a) Through participation in Assistance Programs- Food Assistance (FA), Temporary Assistance to Children (TAF), or the Food Distribution Program on Indian Reservations (FDPIR)- (a child or any member of the household, receives benefits as determined through direct certification or an application with appropriate case numbers); or
   b) Through Other Source Categorically Eligible designation:
      - A child enrolled in a Head Start or Even Start program on the basis of meeting that program's low-income criteria
      - A homeless child as determined by the Sponsor's homeless liaison or by the director of a homeless shelter
      - A migrant child as determined by the State
      - A runaway child who is receiving assistance from a program under the Runaway and Homeless Youth Act and is identified by the local educational liaison
      - A foster child who is under the legal responsibility of a foster care agency or court

5. Child: (a) A student of high school grade or under as determined by the State, who is enrolled in an educational unit of high school grade or under as described in paragraphs (a) and (b) of the definition of "school", including students who are mentally or physically handicapped as defined by the State and who are participating in a school program established for the mentally or physically disabled; or (b) a person under 21 chronological years of age who is enrolled in an institution or center as described in paragraph (c) of the definition of "school".

6. Child Nutrition Programs (CNP): The following Federal CNPs are administered at the State-level by KSDE: National School Lunch Program, School Breakfast Program, Special Milk Program, Cash-in-lieu-of Commodities, Child and Adult Care Food Program, Fresh Fruit and Vegetable Program, Seamless Summer, and Summer Food Service Program. The Afterschool Snack Program is a provision of the National School Lunch Program. At-Risk Afterschool Meals (snack and/or supper) is a provision of the Child and Adult Care Food Program.

7. Community Eligibility Provision (CEP): An alternative to household applications for free and reduced price meals in Sponsors and schools in high poverty areas. To be eligible, sponsors and/or schools must meet a minimum level (40%) of identified students for free meals in the year prior to implementing CEP; agree to serve free lunches and breakfasts to all students; not collect free and reduced price applications from households in participating schools and agree to cover with non-Federal funds any costs of providing free meals to all students above amounts provided in Federal assistance. Reimbursement is based on claiming percentages derived from the identified student percentage.

8. Competitive Food: All food and beverages other than meals reimbursed under programs authorized by the Richard B. Russell National School Lunch Act and the Child Nutrition Act of 1966 available for sale to students on the School Campus during the School Day. School Day means, for the purpose-of competitive food standards implementation, the period from the midnight before, to 30 minutes after the end of the official school day. School Campus means, for the purpose of competitive food standards implementation, all areas of the property under jurisdiction of the school that are accessible to students during the school day.

9. DCF: Department for Children and Families is the State agency (formerly SRS) that administers the Food Assistance Program and Temporary Assistance for Needy Families (TAF).

10. Direct Certification: The process of determining children eligible for free benefits based on documentation obtained directly from the appropriate State or local agency or other individual authorized to certify that the children are members of a household receiving Food Assistance or assistance under FDPIR or TAF. Children certified as foster children, homeless, migrant, runaway or income-eligible for Head Start/Even Start are also directly certified.

11. FDPIR: Food Distribution Program on Indian Reservations.

12. Federal fiscal year: A period of twelve months beginning with October 1 of any calendar year and ending with September 30 of the following calendar year.

13. Food service area: he cafeteria or any other areas in the school where reimbursable meals are prepared, served, and/or eaten.

14. Foster Child: A child whose care and placement is the responsibility of an agency that administers a State plan under part B or E of title IV of the Social Security Act, or a foster child who a court has placed with a caretaker household. These provisions only apply to children formally placed in foster care by a State child welfare agency or a court. They do not apply to informal arrangements such as caretaker arrangements or permanent guardianship placements that may exist outside of or as a result of State or court-based systems. Whether placed by the State child welfare agency or a court, in order for a child to be considered categorically eligible for free meals, the state must retain legal custody of the child. A foster child is categorically eligible for free meals without further application. For purposes of determining eligibility for school meals for other children in the household, the foster child is considered a member of the household in which they reside. The foster child's income is only considered when the foster family applies for meal benefits for the non-foster children in the household.

15. Free meal: A meal served in the National School Lunch Program or School Breakfast Program to a child eligible for benefits under 7 CFR Part 245. Neither the child nor any member of the household pays or is required to work in the school or in the school's food service.

16. Free milk: Milk served in the SMP to a child eligible for free milk under 7 CFR Part 245. Neither the child nor any member of the household pays or is required to work in the school or in the school's food service.

17. Fresh Fruit & Vegetable Program (FFVP): The Fresh Fruit and Vegetable Program provides all students in selected elementary schools with free fresh fruits and vegetables during the school day.

18. Homeless: A child is considered homeless if she/he is identified as lacking a fixed, regular and adequate nighttime residence by the Sponsor's homeless liaison, or by the director of a homeless shelter.

19. KSDE: As used in this agreement, KSDE refers to the Child Nutrition & Wellness Section of the Kansas State Department of Education.

20. Income: All money received by or accruing to the nonprofit food service program including, but not limited to, children's payments, adults' payments, earnings on investments, other local revenue, State reimbursement and Federal reimbursement.

21. Income Eligibility Guidelines: Household size and income levels prescribed annually by the U.S. Secretary of Agriculture for determining eligibility for reduced price and free meals and for free milk. The free guidelines are at or below 130 percent of the Federal poverty guidelines and the reduced price guidelines are between 130 and at or below 185 percent of the Federal poverty guidelines.

22. Independent Review of Applications: Sponsors that demonstrate high levels of, or a high risk for administrative error associated with certification, verification and other administrative processes during an administrative review will be required to conduct an independent review of initial eligibility determinations for free and reduced price school meal applications for accuracy prior to notifying households of eligibility.

23. Local Educational Agency (LEA):
    - The public board of education or other public or private nonprofit authority legally constituted within a State for the administrative control of public or nonprofit schools in a political subdivision of a State.
    - An administrative agency or a combination of school districts or counties that is recognized by the State.
    - Any other public or private nonprofit institution or agency having administrative control and direction of a public or private nonprofit school or residential child care institution

24. Long-term care facility: Any hospital, skilled nursing facility, intermediate care facility, or distinct part thereof, which is intended for the care of children confined for thirty (30) days or more.

25. Meals: Food served at a school under the indicated program(s) which meets the applicable nutritional requirements set forth in this agreement in Section M, Meal Requirements. The term "meals" refers to lunch, supper and/or breakfast, whichever is applicable.

26. Migrant: A child who is enrolled in the migrant education program (MEP) as determined by the state or local MEP coordinator.

27. Net cash resources: All money that is available to the Sponsor for the nonprofit food service program less accounts payable. Cash resources include, but are not limited to, cash on hand, cash receivable, accrued earnings on investments, cash on deposit and the value of stocks, bonds or other negotiable securities.

28. Non-pricing program: A program that provides meals/milk at no separate charge to children.

29. Nonprofit food service: Food service operations conducted by the Sponsor principally for the benefit of children. All income from the nonprofit food service program is used solely for the operation or improvement of such program.

30. Nonprofit private school: A nonpublic school exempt from income tax under section 501(c)(3) of the Internal Revenue Code of 1954, as amended.

31. Overt identification: Any action that may result in a child being recognized as potentially eligible to receive or certified for free or reduced price meals or free milk. Sponsors must assure that a child's eligibility status is not disclosed at any point in the process of providing free or reduced meals, including notification of the availability of free or reduced price benefits; certification and notification of eligibility; provision of meals in the cafeteria; the point of service; and through method of payment.

32. Point-of-service: The point in the food service operation where a determination can accurately be made that a reimbursable paid, reduced price or free meal/snack has been served to an eligible child. In most cases, the "point of service" must be at the end of the serving line, since that is generally the only place where it can be determined that a reimbursable meal/snack has been served.

33. Pricing program: A program that sells meals/milk to children. This includes any program in which maximum use is made of CNP reimbursement payments to lower the price children would otherwise pay for meals/milk.

34. Reduced price meal: A breakfast priced at 30 cents or less, a lunch priced at 40 cents or less, or an afterschool snack priced at 15 cents or less and provided to a child eligible for reduced price benefits under 7 CFR Part 245.

35. Residential Child Care Institution (RCCI): Any distinct part of a public or nonprofit private institution that (1) maintains children in residence; (2) operates principally for the care of children; and (3) if private, is licensed by the State or local government to provide residential child care services under the appropriate licensing code. RCCIs are included in the regulatory definition of "school" for the Child Nutrition Programs.

36. Runaway: A runaway child who is receiving assistance from a program under the Runaway and Homeless Youth Act and is identified by the Sponsor's homeless liaison.

37. School:
    - an educational unit of high school grade or under, recognized as part of the educational system in the State and operating under public or nonprofit private ownership in a single building or complex of buildings;
    - any public or nonprofit private classes of preprimary grade when they are conducted in the aforementioned schools;
    - any public or nonprofit private residential child care institution, or distinct part of such institution, which operates principally for the care of children, and, if private, is licensed to provide residential child care services under the appropriate licensing code by the State or a subordinate level of government, except for residential summer camps which participate in the Summer Food Service Program for Children, Job Corps centers funded by the Department of Labor, and private foster homes.

38. School week: The period of time used to determine compliance with the nutrition standards and the appropriate calorie and nutrient levels as specified in 7CFR 210.10. In a school, the period shall be a normal school week of four or five consecutive days. However, to accommodate shortened weeks resulting from holidays and other scheduling needs, the period shall be a minimum of three consecutive days and a maximum of seven consecutive days. Weeks in which school meals are offered less than three times shall be combined with either the previous or the following week.

39. School year: The period between July 1 and June 30

40. Senior high school students: Students (a) of a high school grade level as determined by the Kansas State Board of Education, and (b) enrolled in a "school" as defined in this agreement.

41. Snacks: Meal supplements, as described in Section P and Q of this agreement, served after school to children enrolled in an approved after school care program.

42. Special Milk: Milk served to children, enrolled in a school, for whom no other Child Nutrition Program is available (e.g., split-session kindergartens and schools that provide only milk).

43. Split-session: An educational program operating for approximately one-half of the normal school day.

44. Sponsoring Food Authority (Sponsor herein): The governing body which is responsible for the administration of one or more schools and which has the legal authority to operate a Federal Child Nutrition Program therein.

45. State fiscal year: A period of twelve months beginning with July 1 of any calendar year and ending with June 30 of the following calendar year.

46. TAF: Temporary Assistance for Needy Families

47. USDA: United States Department of Agriculture

48. Verification: Confirmation of eligibility for reduced price or free Child Nutrition Program benefits. At a minimum, verification shall include confirmation of income eligibility, participation in the Food Assistance Program, or current receipt of TAF or FDPIR benefits.

C. Statement of Agreement

This agreement is entered into by the Child Nutrition & Wellness Section of the Kansas State Department of Education (hereinafter referred to as "KSDE") and the Sponsoring Food Authority named on page one of this document (hereinafter referred to as "Sponsor") in order to implement one or more of the Federal Child Nutrition Programs in the Sponsor's school(s) as indicated on the Site Application for each school. KSDE and the Sponsor mutually agree as follows.

1. This agreement shall be effective starting on the month specified on the Sponsor Application for the programs indicated on each of the Sponsor's approved Site Applications and shall continue until modified or terminated in the manner prescribed herein.

2. This agreement may be terminated upon ten (10) days written notice on the part of either party hereto, and KSDE may terminate this agreement upon receipt of evidence that the Sponsor has not fully complied with the terms and conditions of this agreement or of any applicable laws or regulations. Any termination of this agreement by KSDE shall be in accordance with applicable laws and regulations.
3. The terms of this agreement shall not be modified or changed in any way other than by the consent in writing of both parties hereto.

4. KSDE shall promptly notify the Sponsor of any change in the minimum meal requirements or the assigned rates of reimbursement.

5. KSDE shall, to the extent that funds are available, disburse reimbursement to the Sponsor promptly and equitably for reimbursable meals, snacks and Special Milk served to enrolled children participating in the programs indicated on their respective school's approved Site Application. Such reimbursement payments are subject to the following limitations.
   a. Lunch reimbursement paid to the Sponsor shall not exceed the number of paid, reduced price and free lunches served to eligible children multiplied by the reimbursement rate for each category of lunch.
   b. Regular Breakfast reimbursement rates are paid to Sponsors for schools not participating in the Severe Need option of the School Breakfast Program. Regular breakfast reimbursement paid to the Sponsor shall not exceed the number of paid, reduced price and free breakfasts served to eligible children multiplied by the regular breakfast reimbursement rate for each category of breakfast.
   c. Severe Need Breakfast reimbursement rates are paid to Sponsors for schools that are participating in the Severe Need option of the School Breakfast Program. Sponsors qualify when at least 40% of the lunches served 2 years prior were served to students qualifying for free and/or reduced price benefits. During any fiscal year, reimbursement paid to the Sponsor for breakfasts served in approved Severe Need schools shall not exceed the number of reduced price and free Severe Need breakfasts served multiplied by the applicable Severe Need breakfast reimbursement rate.
   d. Cash-in-lieu-of Commodities reimbursement shall be paid for each reimbursable lunch served.
   e. Afterschool Snack Program reimbursement paid to Sponsors shall not exceed the number of paid, reduced price and free snacks served to eligible children multiplied by the reimbursement rate for each category of snack. Snacks served at site eligible programs shall be reimbursed at the free snack reimbursement rate.
   f. Special Milk reimbursement shall be paid to Sponsors for each half-pint milk unit served to students qualifying to participate in the Special Milk Program. Reimbursement for paid milk shall not exceed the number of paid units served to students multiplied by the reimbursement rate. Reimbursement for free milk shall not exceed the number of free units served to students multiplied by the average cost per half-pint unit.
   g. Fresh Fruit and Vegetable Program reimbursement shall be paid to Sponsors for school(s) participating. Reimbursement shall be no less than $50 and not exceed $75 per student for the school year for the purchase of fresh fruits and vegetables and limited non-food costs.
   h. Summer Food Service Program reimbursement shall be paid to Sponsors for up to 2 summer meals (breakfast, am snack, lunch, pm snack, supper) served to students at sites qualified to participate in the summer food service program.
   i. Seamless Summer Option – School Nutrition Program free reimbursement shall be paid to Sponsors for up to 2 summer meals (breakfast, a.m. snack, lunch, pm snack, supper) daily served to students at open or enrolled school sites qualified by Summer Food Service Program site qualifications.
   j. Child and Adult Care Food Program – reimbursement shall be paid to Sponsors for each meal or snack served to children at sites qualified to participate in the Child and Adult Care Food Program including At-Risk Afterschool Meals.

6. KSDE will distribute annually a public media release to local news media and the employment offices statewide. The sponsor will distribute the public media release to any major employers who are contemplating large layoffs in the attendance area of the sponsor when the need is identified.

D. Requirements for All Programs

The Sponsor agrees to:

1. Comply with all provisions of the following that are applicable to the conduct of any Federal Child Nutrition Program in which the Sponsor participates: Chapter 7 Code of Federal Regulations (7CFR) Parts 210, 215, 220, 225, 226, 240, 245, and 250; Chapter 2 Code of Federal Regulations (2CFR) Part 200 as applicable; instructions and guidance issued by USDA or KSDE; statutes of the State of Kansas; regulations of the Kansas State Board of Education; and provisions of this agreement.

2. Certify that each school, camp or child care institution, for which a Site Application is submitted, is nonprofit and exempt from Federal income tax under the Internal Revenue Code as amended.

3. Add, modify or inactivate a site by notifying KSDE of changes needed on the Site Application form.

4. Designate an authorized representative who is fully empowered and has responsibility to:
   - enter into any agreement with KSDE;
   - review and analyze meal/snack/milk counts to ensure accuracy; and
   - prepare and sign program documents, program reports, and reimbursement claims pertaining to implementation and operation of the programs.

   If the authorized representative changes, the Sponsor shall promptly report the change to KSDE.

5. No exempt fundraiser foods or beverages may be sold in competition with school meals in the food service area during the meal service.

6. Implement the Smart Snacks in School Nutrition Standards for competitive foods sold on the school campus during the school day and comply with the exempt fundraiser limit set by the Kansas State Board of Education. There are no frequency limits on fundraisers during which food items that meet the nutrition standards are sold; nor are there any limits on non-food fundraiser activities.

7. Assure that proceeds from the sale of all competitive foods accrue to the food service fund, to the school, or to approved student organizations.

8. Provide students adequate time to eat.
   - Allow a minimum of 15 minutes from the time a student receives a lunch until he/she is required to leave the food service area. KSDE recommends allowing at least 25 minutes for students to get lunch, eat and pass to class.
   - Allow a minimum of 10 minutes from the time a student receives a breakfast until he/she is required to leave the food service area. KSDE recommends allowing at least 20 minutes for students to get breakfast, eat and pass to class. For schools electing to offer breakfast via an innovative breakfast delivery model the amount of time required can be reduced if students are permitted to eat in the classroom or other common areas.
   - Note: Sponsors are encouraged to adopt policy allowing longer meal
   - Allow students time to wash their hands before eating and to clean up after eating.

9. Maintain necessary facilities for storing, preparing, and serving food.

10. Adhere to proper sanitation, health and food handling standards in conformance with all applicable KSDE, Kansas State Board of Education, State, and Federal laws, regulations and policies. Correct any discrepancies found by health officials or KSDE.

11. Organize and implement activities that involve students and parents in the School Nutrition Program.

12. Require all persons (employees or other persons under the supervision of the Sponsor) who come in regular contact with students to submit a health certification signed by a person licensed in any state to practice medicine or surgery. The certificate must indicate that such person is free from a condition that would conflict with the health, safety, or welfare of the students and that freedom from TB has been established by a chest X-ray or negative skin test. Additional certification may be required whenever the Sponsor has reason to believe that such a person is suffering from an illness that might be detrimental to the health of students.

13. If a contract is made with a food service management company or other commercial enterprise for the preparation or delivery of food, the Sponsor shall maintain responsibility to KSDE for compliance with all statutes, rules, and regulations of the program and any revocations, amendments, or supplements thereto.

14. Provide timely and complete responses to requests from KSDE for corrective action or required information. If the Sponsor has not responded to KSDE's satisfaction within 30 days of the due date, the Sponsor's reimbursement may be withheld until such time as the Sponsor complies with the request.

15. Require cooperation with the United States Department of Agriculture officials and contractors conducting evaluation and research.

16. Certify that required training is completed. Participate in Administrative Training (which includes mandatory annual Civil Rights training) as offered by KSDE, Child Nutrition & Wellness. Maintain current food safety training for all child nutrition personnel.

17. Follow the most recent guidance in KSDE's publication, *Food Service Facts*, and in Update Memos posted on the KSDE website at https://cnw.ksde.gov.

18. Sponsors are required by NSLP regulations (7 Code of Federal Regulations 210.12(d)(2)) to conduct annual outreach to households about free meals or snacks available from SFSP sites during the summer. The outreach information must be provided to households prior to the end of each school year, so this information may *not* be distributed via the annual school meals application packet. The information may be distributed prior to the end of each school year by any means normally used to communicate with households, for example email or website.

19. Sponsors that have one or more sites that offer the SBP are required by federal program regulations (7 Code of Federal Regulations 210.12(d)(1)) to inform families about the availability of the breakfast program. This information must be sent to households prior to or at the beginning of each school year, so it may be included in the annual school meals application packet. In addition, schools should send reminders regarding the availability of the SBP multiple times throughout the school year. Schools can provide reminders to children through their public address systems in schools or through means normally used to communicate with the households of enrolled children. Other acceptable outreach activities may include developing or disseminating printed or electronic material to families and school children. For example, information about the SBP should be posted on the school's website.

E. Financial Management

The Sponsor agrees to:

1. Establish a fund called the "Food Service Fund," consisting of all money deposited therein or transferred thereto according to law.

2. Maintain a positive cash balance in the Food Service Fund.

3. Credit all revenue received by the Sponsor for food service and from charges for food service to the Food Service Fund.

4. Pay expenses attributable to the Sponsor's food service from the Food Service Fund.

5. Transfer no money from the Food Service Fund to any other fund.

6. Operate a nonprofit School Nutrition Program.

7. Use only program income from sources other than Federal, State, or children's payments to pay for:
   - wages or benefits of teachers or regularly employed administrative personnel for supervision of the program
   - passenger automotive equipment
   - land
   - acquisition or construction of buildings
   - alterations to existing buildings

8. Limit net cash resources to an amount that does not exceed three months average expenditures for the Sponsor's nonprofit food service program. KSDE shall monitor the net cash resources of the nonprofit food service program of the Sponsor. In the event that such resources exceed three months average expenditures for the Sponsor's nonprofit food service program, KSDE may require the Sponsor to reduce student meal prices, improve food quality, or take other actions to improve the nonprofit food service program. In the absence of any such action, KSDE shall adjust reimbursement rates paid to the Sponsor.

9. Establish a Meal Charge Policy approved by the local board of education and upload in KN-CLAIM as part of the annual program renewal process. Sponsors must make reasonable efforts to collect delinquent debt within a reasonable timeframe and determine the process and timeframe for collecting delinquent debt and include in the written policy. Sponsors must also determine when delinquent debt is uncollectable and will be considered bad debt, transfer funds for bad debt to the food service account from non-federal sources, assume costs of on-going collection fees and legal fees, if applicable, and maintain records related to bad debt (SP 46-2016).

10. The local Meal Charge Policy must be communicated in writing to all households at the start of the school year and to families that transfer in during the school year. Sponsors must communicate to all staff responsible for enforcing any aspect of the policy and maintain records related to the meal charge policy including the written policy, and documentation of the methods used to communicate the policy to households and to staff responsible for policy enforcement. (SP 46-2016).

11. Ensure sufficient funds are provided to the nonprofit school food service account for meals served to students not eligible for free or reduced price meals. There are two ways to meet this requirement: either through the prices charged for "paid" meals or through other non-Federal sources provided to the nonprofit school food service account (7 CFR 210.14(e)).

F. Purchasing

The Sponsor agrees to:

1. Comply with the "Buy American" provision of Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 and regulations implementing the law's requirements as follows: To the maximum extent practicable, the Sponsor shall purchase domestic commodities or products for use in meals served under the National School Lunch Program and the School Breakfast Program. Section 12(n) of the National School Lunch Act (NSLA) defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

2. When nonprofit food service account funds are used, procurement transactions for food products on the commercial market must comply with the Buy American provision (7 CFR part 210.21(d)), whether food products are purchased by Sponsors or entities that are purchasing on their behalf.

3. The Buy American provision must be included in all product specifications, bid solicitations, requests for proposals, contracts, purchase orders, and other procurement documents issued and applies to all money expended from the Sponsor's Food Service Fund. Sponsors are required by 2 CFR 200.318(b) to monitor contractor performance to ensure compliance with all contractual requirements including the Buy American provision.

4. Use Cash-in-lieu-of Commodities only to obtain foods for use during the State fiscal year in which the funds are made available. Cash-in-lieu-of Commodities is to be used only for the food service programs of those schools of the Sponsor participating in the lunch and breakfast programs.

5. Purchase foods designated as plentiful by KSDE or USDA in the largest quantities as may be efficiently utilized in the food service program.

6. Maintain written standards of conduct for staff awarding and administering the contract. No employee, officer or agent shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. The officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors.

7. Sponsors may use geographic preference when purchasing unprocessed locally grown and locally raised agricultural products.

8. Follow Federal (2 CFR 200, 7 CFR 210), State or local purchasing requirements, whichever are more stringent.

9. A procurement plan (2 CFR 200.318(a)) and written standards of conduct (2 CFR 200.318(c)(1)) must be uploaded into KN-CLAIM as a part of Program Renewal and reviewed by KSDE annually.

10. Participate annually in procurement training as required under the USDA Integrity Final Rule to ensure compliance with federal procurement standards.

G. Accountability, Collection Procedures and Reimbursement Claims

The Sponsor agrees that:

1. The procedure(s) for each school to collect from students who pay for their meals and the point-of-service meal accountability system that ensures daily accuracy of meal counts by category (i.e., paid, reduced price and free) will be implemented as specified on each Site Application of this agreement and approved by KSDE and will prevent the overt identification of the children receiving free or reduced price meals or free milk.

2. Any alterations in the aforementioned approved counting and claiming procedures, will be submitted to KSDE for approval prior to implementation. Such changes shall be effective only upon approval by KSDE.

3. The number of paid, reduced price and free reimbursable meals served to eligible children will be counted at the point of service; or through another counting system only as pre-approved by KSDE.

4. If the Sponsor has more than one food service site, the Sponsor will conduct on-site reviews by February 1 of each year to verify meal accountability and claiming practices at each site where meals are served. If a problem(s) exists, corrective action will be implemented and a follow-up site review will be conducted within 45 calendar days to verify resolution of problem(s).

5. Each school's daily meal count and the Sponsor's monthly meal count will be compared against data which will assist in identifying excess numbers of meals claimed.

6. Claims for reimbursement will be submitted in accordance with procedures established by KSDE and as specified in 7CFR, Part 210.8 and if applicable 7 CFR 215.10, 7 CFR 220.11, 7 CFR 225.16, 7 CFR 225.9(d) and 7 CFR 226.10

7. Reimbursement will be claimed for no more than one breakfast and one lunch per day served to each eligible participant in the National School Lunch Program and School Breakfast Program.

8. Reimbursement will be claimed only for those meals that meet the requirements set forth in this agreement's Section M., Meal Requirements.

9. Reimbursement will be claimed only for meals/snacks/milk served to eligible children.

10. Final claims for reimbursement will be submitted within 60 days following the close of the claim month. Claims received after the 60-day deadline cannot be reimbursed. However, KSDE's Director of Child Nutrition & Wellness can grant an exception to the 60-day rule once during each 36-month period. Requests for exceptions must be submitted in writing and include a corrective action plan.
    Failure to submit accurate reimbursement claims will result in the recovery of an over-claim and may result in the withholding of payments, suspension or termination of this program as specified in 7 CFR 210.24, 7 CFR 215.15, 7 CFR 220.18 and 7 CFR 226.10 as applicable.

11. If failure to submit accurate claims is the result of embezzlement, willful misapplication of funds, theft, or fraudulent activity, then the penalties specified in 7CFR 210.26, 7 CFR 215.6, 7 CFR 220.6, CFR 225.6 and 7 CFR 226.10 and 226.25 shall apply.

H. Record Keeping

The Sponsor agrees to:

1. Maintain full and accurate records of operations under this agreement, including those set forth in this section, to serve as a basis for claims for reimbursement.

2. Retain all such records for a period of five (5) years after the date of the final claim for reimbursement for the fiscal year to which they pertain. However, if audit or review findings have not been resolved, the records shall be retained as long as required for the resolution of the issues raised by the audit or review.

3. Maintain records of income receipts and expenditures in a manner that documents the nonprofit status of the food service program.

4. Upon request, make all accounts and records pertaining to the food service operation available to KSDE representatives for audit or review at a reasonable time and place.

5. Request and receive annual approval from KSDE prior to using alternate forms/records in place of those provided by KSDE. The Sponsor may request approval to use alternate forms at times other than during the annual program approval process.

6. Maintain accurate records of the following:
    a. Meal/milk counts identified by program(s) and attendance center(s):
        - Daily number of meals/milks served to children by school and by type of meal
        - Daily number of paid meals/milks served to eligible children
        - Daily number of reduced price meals served to eligible children
        - Daily number of free meals/milks served to eligible children
        - Daily number of meals served to adults
    b. Income identified by program and attendance centers from:
        - Children's payments for meals/milk
        - Federal reimbursement including Cash-in-lieu-of Commodities
        - State reimbursement
        - Other program sales/income
        - Non-program foods
        - Transfers from the Sponsor's General Fund or other funds
    c. Expenditures identified by program and allocated to preparation centers (supported by invoices, receipts, or other evidence) for:
        - Food/milk
        - Direct labor
        - Equipment
        - Food service contractual services
        - Other direct program costs
        - Non-program foods
        - Indirect costs
    d. Income and expenditures reconciled with the Food Service Fund account each month
    e. Number of children in each school who are currently approved for reduced price or free benefits
    f. Applications submitted by households for reduced price or free benefits

g. Value of all donations to program
h. Accountability records pertaining to receipt of Cash-in-lieu-of Commodities
i. Menu planning and food production records to document the menus served and quantities of food planned and served
j. Production records to demonstrate that only one reimbursable breakfast/lunch/snack per child is provided per day
k. Summary of eligibility verification, including procedures used, total number of approved applications on file October 1, total number of students in each eligibility category as of October 31 and percentage or number of applications verified
l. On-site meal accountability review forms
m. Paid Lunch Equity Tool (if applicable)
n. Food Service Management Company Monitoring Forms and documentation of any contract addendums or amendments (if applicable)
o. Community Eligibility Provision Notification Data
p. Annual Report of Independent Review of Applications, detailing the number of free and reduced price applications subject to a second review, the number and percentage of reviewed applications for which eligibility determinations was changed and a summary of the type of changes made by October 31 (if applicable).
q. Procurement Plan and Written Standards of Conduct
r. Meal Charge Policy

I. Reduced Price and Free Policy

The Sponsor agrees to:

1. Provide reduced price or free benefits to enrolled children (a) who qualify based upon household size and income using the current federal Income Eligibility Guidelines or (b) who are directly certified or categorically eligible as defined in part B of this Agreement Addendum. The charge for reduced price meals shall not exceed 40 cents for lunch, 30 cents for breakfast and 15 cents for after school snacks.

2. Make no physical segregation of, nor any other discrimination against, any child because of his/her inability to pay the full price of the meal. The names of the children eligible to receive reduced price or free benefits shall not be published, posted, distributed or announced in any manner and there shall be no overt identification of any such children by use of special tokens or tickets or any other means. Further assurance is given that children eligible for reduced price or free benefits shall not be required to:
   - Work for their meals/milk
   - Use a separate food service area
   - Go through a separate serving line
   - Enter the food service area through a separate entrance
   - Consume meals/milk at a different time
   - Eat a meal different from the one sold to children paying the full price

   When more than one lunch or breakfast or type of milk is offered which meets program requirements, a child eligible for reduced price or free benefits shall have the same choice of meals and/or milk that is available to a child who pays the full price for his/her meal/milk.

3. Prohibit the denial of paid, reduced price or free benefits as a disciplinary action to all students in attendance at participating schools.

4. Assure that the reduced price and free benefit eligibility status of all students will be maintained in a confidential manner and will be accessible to only persons who have direct administrative or enforcement responsibility in the food service program, Federal education programs, State health or education programs or Federal, State or local means-tested nutrition programs with eligibility standards comparable to the National School Lunch Program.

5. Agrees to avoid any policy or practice that has the effect of overtly identifying eligible children in the sale of competitive foods. If competitive foods are sold, the sale of competitive foods will not inadvertently result in eligible children being identified. Ways to limit overt identification related to the sale of competitive foods include:

- Limit competitive foods to those also offered as part of reimbursable meals on the reimbursable meals lines;
- Offer competitive foods on the same lines as reimbursable meals are offered; or
- Only allow competitive foods to be purchased with a pre-paid card.

6. The Letter to Household must be distributed to the households of children attending the school. This letter tells families which Child Nutrition Programs are available and notifies households that meals may be available free or at a reduced price. All Sponsors must be able to provide households with paper applications and instructions (Application Packet for Free and Reduced Price School Meals) for meals and for Special Milk Only. The Letter to Household may be distributed by the postal service, emailed to the parent/guardian or included in the information packet provided to students.

7. Letters and applications cannot be sent home at the end of the school year for the next year, nor can the sponsor begin accepting and processing applications before July 1; except that year-round schools operating from July 1 through June 30 may distribute these materials in June.

8. The letter and application described in item 6 above cannot be distributed to households before July 1.

9. If the sponsor uses paper applications, an application form and instructions **must** be included with the letter to households.

10. If the sponsor uses a computer or web-based system to process applications, the letter must inform the household how to access the system in order to apply for benefits. In addition, the letter **must** explain to the household how to obtain and submit a paper application. This may be done by including a telephone number or a form to return requesting that an application be sent.

11. Publicly announce any changes in Child Nutrition Program eligibility criteria in the same manner used at the beginning of the school year.

12. Maintain such applications and documentation of action taken for five (5) years after the end of the fiscal year to which they pertain.

13. Allow applications for reduced price or free benefits to be submitted at any time during the year. Any parent/guardian enrolling a child in a school at any time during the year shall be supplied with the application documents. If a child transfers from one school to another under the jurisdiction of the same Sponsor, the eligibility for reduced price or free benefits shall be transferred to and honored by the receiving school.

14. Obtain a copy of the application from the transferring Sponsor or require a new application for reduced price or free benefits to be completed and make a new eligibility determination for any student transferring from another Sponsor.

15. Provide the same benefits to all children found to be income eligible on a household's application for reduced price or free benefits. Within ten (10) working days of the receipt of the application, notify the parent/guardian individually of the approval or denial of the application. Provide reduced price or free benefits immediately to children upon determination of their eligibility.

16. Use approved applications from the prior year to establish student eligibility for up to 30 operating days of the current school year. A new eligibility determination in the current school year supersedes the carry-over eligibility. This policy applies to those students eligible based on direct certification or categorical and income eligible applications.

17. Comply with the provisions for direct certification in Section J. of this agreement for all students certified eligible for free or reduced meals through the direct certification process.

18. Designate a determining official to review applications, determine eligibility, and to sign and date applications.

19. Designate a confirming official to review and confirm eligibility determinations made by the determining official on applications selected for verification.

20. Designate an independent individual or entity that did not make the original eligibility determination to conduct a second review of applications if required due to a high level of or high risk for administrative error as determined by KSDE.

21. Designate a hearing official who shall not be involved in the original eligibility determination.

22. Inform parents/guardians in writing when an application is denied, of the reason for denial and about the hearing procedure.

23. During appeals and hearings the children shall continue to receive reduced price or free benefits.

24. Provide an opportunity for the parent/guardian or Sponsor to request an informal conference prior to initiating the formal hearing procedure. The conference shall be used to discuss the situation, present information, obtain an explanation of data submitted in the application and of decisions rendered. Such a conference shall not in any way prejudice or diminish the right to a fair hearing.

25. Develop a formal hearing procedure that provides:
    a. A publicly announced, simple method for making an oral or written request for a hearing.
    b. An opportunity to be assisted or represented by an attorney or other person.
    c. An opportunity to examine, prior to and during the hearing, the documents and records presented to support the decision under appeal.
    d. Reasonable promptness and convenience in scheduling a hearing and adequate notice as to the time and place of the hearing.
    e. An opportunity to present oral or documentary evidence and arguments supporting the presenter's position.
    f. An opportunity to question or refute any testimony or other evidence and to confront and cross-examine any adverse witnesses.
    g. A hearing official, who did not participate in the decision under appeal, to conduct hearings and make a decision.
    h. That the decision of the hearing official is based on USDA eligibility guidelines, and that the oral and documentary evidence is presented at the hearing and made a part of the hearing record.
    i. That the decision of the hearing official is binding.
    j. That the parties concerned and any designated representatives thereof will be notified in writing within five (5) days of the decision of the hearing official.
    k. That for each hearing an accurate written record will be prepared, including (1) the decision under appeal, (2) any documentary evidence and a summary of any oral testimony presented at the hearing, (3) the decision of the hearing official and the reasons therefore, and (4) a copy of the notification to the parties concerned of the hearing official's decision.
    l. That such written record shall be preserved for a period of five (5) years and shall be available for examination by the parties concerned or their representatives at any reasonable time and place during such period.

26. Notify households of the eligibility determination for reduced price or free benefits and include all information as printed in Notify Household about School Meal Benefits.

27. Verify the eligibility status of reduced price and free benefit recipients in accordance with provisions set forth in 7CFR Part 245 and to use forms prescribed by KSDE.

28. Develop procedures to ensure to the maximum extent practicable, that the sale of competitive foods and the method of payment do not inadvertently result in children being identified by their peers as receiving free or reduced price meal benefits.

29. Ensure there are no barriers for participation in Child Nutrition Programs for Limited English Proficient families. Sponsors are required to communicate with parents and guardians in a language they can understand throughout certification and verification processes.

30. Provide KSDE with a list of all elementary schools under its jurisdiction in which 50 percent or more of enrolled children have been determined eligible for reduced price or free meals as of September 20 of each year. The KSDE Principal's Building Report will be used to collect this information from public schools and KSDE will provide private schools with an alternative reporting mechanism.

31. Provide information on the boundaries of the attendance areas for the elementary schools identified as having 50 percent or more of enrolled children certified eligible for reduced price or free benefits, upon the request of a sponsoring organization of day care homes in the Child and Adult Care Food Program (CACFP).
32. A foster child is categorically eligible for free meals and may be included as a member of the foster family if the foster family chooses to also apply for benefits for other children. Foster care children can be included as household members and help other children in the household qualify for free or reduced price meals. If the foster family is not eligible for free or reduced price meal benefits, it does not prevent a foster child from receiving free meal benefits.

33. Households with children who are categorically eligible through Migrant, Homeless, Head Start and Runaway Programs should contact the school for assistance in receiving benefits and mark the relevant box on the application to indicate their status.

J. Direct Certification for Child Nutrition Program Benefits

The Sponsor agrees to:

1. Designate staff to complete activities associated with the direct certification process.

2. Assure KSDE that the information received about directly certified students shall be kept confidential and shall be used only for determining eligibility for Child Nutrition Program benefits or for optional benefits for which the child's parent/guardian has specifically waived confidentiality.

3. Access the Direct Certification electronic files and/or reports available in KN-CLAIM and:
   - Use the electronic file and/or report of matched students to approve these students for benefits.
   - Use the individual student look-up feature to certify any student who was not automatically matched but whose parent/guardian provides a Food Assistance/TAF case number.

4. Provide all households of directly certified students with written notification (Notify Household about School Meal Benefits) that these students are eligible for free meal benefits; that no further application is required; and that they may decline these benefits if they choose. Maintain a file of these notification letters.

5. Maintain full and accurate records of direct certification procedures and activities, including the KN-CLAIM information and certification letters from KSDE and retain such records for a period of five (5) years after the current year or as long as required to resolve audit or review issues.

K. Civil Rights

The Sponsor agrees to:

1. "The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement." "By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant."

2. Comply with U.S. Department of Agriculture, Food and Nutrition Service Civil Rights Instruction 113-1 and the Kansas Act Against Discrimination and rules and regulations implementing the same to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity of the Sponsor to which assistance is provided by KSDE. Compile data, maintain records and submit reports, as required, to permit effective enforcement of the civil rights and nondiscrimination laws and permit authorized State and Federal personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. In the case of any compliance violations, KSDE or the State of Kansas shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sponsor and its successors, transferees and assignees, as long as they receive assistance or retain possession of any assistance from KSDE.

3. Use the current nondiscrimination statement for Child Nutrition Programs:

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

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

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

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

   (2) fax:
   (833) 256-1665 or (202) 690-7442; or

   (3) email:
   program.intake@usda.gov

   This institution is an equal opportunity provider.

4. Apply this civil rights provision to admission and recruitment policies.

5. Comply with the USDA's regulations regarding nondiscrimination in employment (7CFR Parts 15, 15a, and 15b; 7CFR Parts 210.9(b), 210.9(b)(11), 215.7(d), 215.7(d)(3), 220.7(e) and 220.7(e)(15)).

6. When a complaint of discrimination is received or to file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: U.S Department of Agriculture USDA Program Discrimination Complaint Form, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, basis of the complaint, date that alleged discrimination occurred, name of the individual(s) or entity of the alleged discrimination and the agency or recipient that employs that/those individual(s) and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

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

(2) **online:**
Program Discrimination Complaint Electronic Submission Portal | Home

(3) **email:**
program.intake@usda.gov

This institution is an equal opportunity provider.

7. Provide Civil Rights training to all individuals identified as directly involved in the Child Nutrition Program and submit documentation to KSDE on an annual basis as a part of program renewal.

8. Make modifications to accommodate disabilities in child nutrition programs (SP 59-2016, SP 26-2017). Sponsors must work with school food service staff to implement procedures for parents or guardians to request modifications to meal service for children with disabilities and to resolve grievances (7CFR 15b.25 and15b.6(b)).

9. Sponsors that employ 15 or more individuals must designate at least one person (often referred to as the Section 504 Coordinator) to coordinate compliance with disability requirements (7 CFR 15b.6).

10. Sponsors must obtain a written medical statement from a State licensed healthcare professional in order to receive reimbursement for meal modifications when the modified meal does not meet Program meal pattern requirements (7 CFR 210.10). Schools may receive reimbursement for a meal modification request without a medical statement when the accommodation can be made within the Program meal pattern.

11. Meal modifications to accommodate a food preference for religious, ethnic, moral, or other reasons may be reimbursed provided these meals adhere to the standards found in Program regulations (7 CFR 210.10 (m)(2).

12. Sponsors are required to take reasonable steps to ensure meaningful access to their programs and activities by persons with Limited English Proficiency (LEP). Failure to do so could be discrimination on the basis of national origin.

L. Menu Planning Requirements

The Sponsor agrees that:

1. All participating schools must follow the Nutrition Standards for School Meals meal pattern requirements. For specific information, refer to Food Service Facts, Chapter 16 and Child Nutrition Programs: Meal Patterns Consistent with the 2020-2025 Dietary Guidelines for Americans final rule.
   - All of Sponsor's staff who plan menus and maintain production records will attend KSDE required training.
   - Sponsor's staff will provide KSDE staff with sufficient information to evaluate each menu's contribution to the required calorie and nutrition standards.
   - Sponsor's staff shall maintain food production records. Production records document required number of food components and food or menu items offered on a given day.

2. All schools that serve Pre-K students or cater meals for local day care centers must follow the Child and Adult Care Food Program meal patterns for children 0-5 years old as set forth in the Child and Adult Care Food Program: Meal Pattern Revisions Related to the Healthy Hunger-Free Kids Act of 2010 Final Rule unless co-mingled. "Offer vs Serve" is not an option for this age group unless co-mingled.

M. Meal Requirements

The Sponsor agrees that:

1. All breakfasts served to children in Kindergarten and older shall, at a minimum, meet the nutrition standards and the appropriate level of calories for established age/grade groups as set forth in 7CFR Part 220. Compliance shall be determined by averaging nutritional information for breakfasts offered over a period of a school week.

2. All lunches served to children in Kindergarten and older shall, at a minimum, meet the nutrition standards and the appropriate level of calories for established age/grade groups as set forth in 7CFR Part 210. Compliance shall be determined by averaging nutritional information for lunches offered over a period of a school week.

3. All meals and snacks served to Pre-K children 0 to 5 years of age shall at a minimum meet the Child and Adult Care Food Program meal patterns set forth in the Child and Adult Care Food Program: Meal Pattern Revisions Related to the Healthy, Hunger-Free Kids Act of 2010 Final Rule unless co-mingled. "Offer versus Serve" is not an option for the Pre-K age group unless co-mingled.
4. Water must be available during meal service to children at no charge in the place where lunch meals are served and when breakfast is served in the cafeteria.

5. Meals will be priced as a unit.

6. KSDE will be notified in the event of a natural disaster or other emergency condition which prevents a school from temporarily obtaining delivery of a food component or menu item. Under these circumstances, KSDE may approve reimbursement for meals that do not meet the requirements in this section.
7. Substitutions in foods specified in 7CFR Part 210 and Part 220 shall be made for students who have a disability and whose disability restricts their diet. However, such substitutions shall be made on a case-by-case basis only when supported by a statement of the need for substitutions from a licensed medical authority that includes recommended alternate foods.

8. Milk substitutions may be made for those students not having a disability but are limited to lactose free milk or non-dairy beverages that meet USDA substitution criteria (nutritionally equivalent to cow's milk).

N. Offer vs Serve

The Sponsor agrees that:

1. Students in each school approved to "offer" menu items under the "offer versus serve" provision will be taught how to select menu/food items to assemble a reimbursable meal.

2. In each school participating in the School Breakfast Program that is approved to "offer" rather than "serve" menu items:
   - Students will be offered a complete breakfast as required under 7CFR Part 220.
   - The Nutrition Standards for School Meals Menu Planning system will be used and the guidance provided in Chapter 16 of Food Service Facts will be followed.
   - A student's decision to decline a menu item shall not affect the charge for the breakfast.

3. In each school participating in the National School Lunch Program that is approved to "offer" rather than "serve" menu items:
   - Students will be offered a complete lunch as required under 7CFR Part 210.
   - The Nutrition Standards for School Meals Menu Planning system will be used and the guidance provided in Chapter 16 of Food Service Facts will be followed.
   - A student's decision to decline a menu item shall not affect the charge for the lunch.

4. Offer vs Serve is not an option for the Pre-K 0-5 year old age group following the Child and Adult Care Food Program meal pattern.

O. Professional Standards Rule

The Sponsor agrees that:

1. All new and current employees including Authorized Representatives will meet minimum continuing education standards as specified in the Professional Standards Final Rule at http://www.fns.usda.gov/school-meals/professional-standards. All training taken must be in the key areas of nutrition, operations, administration and/or communications/marketing. USDA may require specific training to address Program integrity and other critical issues. Supporting documentation for all completed trainings must be maintained on file.

2. An Authorized Representative or Food Service Director advertised for and hired after July 1, 2015 must meet the hiring standards based upon the school district size as specified in the Professional Standards Final Rule and the Hiring Flexibility Under Professional Standards Final Rule. New Food Service Directors are also required to have eight hours food safety training either not more than five years prior to their starting date or completed within 30 days of the employee's start date.

P. Afterschool Snack Program Requirements

If the Sponsor participates in the Afterschool Snack Program, the Sponsor agrees to:

1. Accept full responsibility for meeting all Afterschool Snack Program requirements.

2. Identify on the Site Application each serving site that will participate in the Afterschool Snack Program.

3. Conduct an after school care program that provides education or enrichment activities in an organized, structured and supervised environment for enrolled students.

4. Maintain documentation of program eligibility by one of the following two methods:
   a. **Individual eligibility** of students participating in the Afterschool Snack Program based on their individual eligibility status for Child Nutrition Program benefits, or
   b. **Site eligibility** based on the Afterschool Snack Program site's location in the attendance area of a school (elementary, middle, junior high, or high) in which at least 50 percent of the enrolled students are approved for Child Nutrition Program reduced price or free benefits.

5. Maintain records of:
   - Each student's attendance on a daily basis (e.g. a list, roster, sign-in sheet).
   - Daily and monthly snack counts taken at the point of service. Report to KSDE on a monthly basis the number of reimbursable snacks served to enrolled students.
   - Menus and production records to document compliance with meal pattern requirements.
   - On-site reviews of the program site conducted by the Sponsor twice per year including a review made during the first four weeks of operation each school year.

6. Claim reimbursement for only:
   - Snacks served to eligible participants (i.e. enrolled students from birth to age 18, or enrolled students of any age who are mentally or physically disabled).
   - One snack per day per eligible participant.
   - Snacks that consist of at least two of the four meal components served in the required amounts: meat/meat alternate, fruit/vegetable, grain/bread, and fluid milk.
   - Snacks served in approved after school care programs on days when school is in session.

Q. Child and Adult Food Program Requirements

If the Sponsor participates in the Child & Adult Care Food Program, the Sponsor agrees to:

1. Accept full responsibility for meeting all Child and Adult Food Program Requirements (7CFR Part 226).

2. Identify on the CACFP Site Application(s) each site participating.

3. For At-Risk Afterschool Meals, obtain documentation indicating that each school that will be offering after school meals through CACFP offers educational or enrichment activities and is a school where at least 50 percent of the children are eligible for free or reduced price school meals or is located in the attendance area of an eligible school as required by 7 CFR 226.17a(i). Sites will be identified and documentation provided on the KN-CLAIM site application.

4. Certify that during the last 7 years, the Sponsor and the individual responsible for the food service have not been declared ineligible to participate in any other publicly funded program by reason of violating that program's requirements or provide documentation that it was later reinstated or determined eligible for the program or convicted of any activity that indicated a lack of business integrity.

5. Attend CACFP Administrative training annually.

6. For At-Risk Afterschool Meals, document service of one meal and/or snack in the program operated after school or on days that school is not in session. Follow the meal pattern requirements for CACFP [7 CFR 226.20] or NSLP meals [7 CFR 210.10(a)(1)(i)].

7. Claim Reimbursement only for meals served to eligible enrolled participants in each income category within the limits of the license issued by the Kansas Department of Health and Environment or appropriate federal authority. No more than 2 meals and 1 snack or 2 snacks and 1 meal per participant shall be claimed. For At-Risk, 1 meal and 1 snack may be claimed.

8. Abide by all of the requirements for procurement found in 7 CFR 210.21 in lieu of CACFP procurement standards at 7 CFR 226.22. Disburse all Child Nutrition Program reimbursements to pay expenses related to Child Nutrition Programs without the requirement to allocate programs separately. Charge indirect costs appropriately to the nonprofit school food service account.

9. Maintain full and accurate records regarding its food service to serve as a basis for the claim for reimbursement and for audit and review purposes. The records to be kept include the following:

    - Menus and production records to document compliance with meal pattern requirements
    - Daily Attendance Records
    - Daily counts of the number of meals served to enrolled children taken at the point of service
    - Program Income (receipts)
    - Program Expenditures
    - Enrollment Forms which are current and complete with ethnic/racial data
    - Annual certification documents and management plan
    - Applicable Income Eligibility Forms

10. Operate in accordance with guidance provided in the CACFP Administrative Handbook and Monthly Updates available at https://cnw.ksde.gov.

11. Independent centers and sponsoring organizations of centers which charge separately for meals shall develop a policy statement for determining eligibility for free and reduced price meals which shall include all the requirements of 7 CFR 226.23.

R. Special Milk Program Requirements

If the Sponsor participates in the Special Milk Program, the Sponsor agrees to:

1. Accept full responsibility for meeting all Special Milk Program requirements.

2. Make maximum use of the reimbursement payments to reduce the price of the milk served to children as a means of encouraging milk consumption.

3. Report the "cost of milk" to KSDE, which shall be the average purchase price per half-pint unit paid by the Sponsor to the milk supplier for milk delivered to the school or child care institution. This shall not include any amount paid to the milk supplier for servicing, rental or installment purchase of milk service equipment.

4. Use forms and instructions provided by KSDE to maintain complete and accurate records of Special Milk usage, program income and expenditures.

S. Fresh Fruit and Vegetable Program Requirements

If the Sponsor is selected to participate in the Fresh Fruit and Vegetable Program, the Sponsor agrees to:

1. Use FFVP funds only for the purposes authorized by Section 19 of the Richard B. Russell National School Lunch Act.

2. Abide by all of the requirements for administering the FFVP as stated in Section 19 of the Richard B. Russell National School Lunch Act.

3. Provide funds to the school(s) selected to participate under its jurisdiction for the service of approved fresh fruits and vegetables in accordance with local, State, and Federal regulations and requirement.

4. Implement the program in accordance with the plan outlined in the signed School Application for the Fresh Fruit and Vegetable Program and the Fresh Fruit and Vegetable Program Handbook.

5. Participate in FFVP training annually as offered by KSDE, Child Nutrition & Wellness.

T. Summer Food Service Program or Seamless Summer Option Requirements

If the Sponsor participates in the Summer Food Service Program (SFSP) or Seamless Summer Option (SSO), the Sponsor agrees to:

1. Accept full responsibility for meeting all Summer Food Service Program or Seamless Summer requirements (7 CFR Part 225, 7 CFR Part 210, SP 09-2017).

2. Identify on the Summer Site Applications each serving site that will participate in the Summer Food Service Program or on the SNP Site Application for Seamless Summer.
3. Conduct a summer food service program that provides meals to children when school is not in session.

4. Qualify each serving site by one of the following methods:
   - **Area eligibility** documenting more than 50% of students in a school or census area are eligible for reduced price and/or free meals, or
   - **Enrolled eligibility** based on the eligibility of reduced price or free meals of the students participating in the summer food service program at the site, or
   - **Residential Camp** based on the eligibility of individual participants.
   - **Conditional Non-Congregate based on** free or reduced price meals in an area that does not meet the definition of “areas in which poor economic conditions exists” and is not a “camp” as defined in 7 CFR 225.2. If the site qualifies as a conditional non-congregate site, documentation of the number of children enrolled in the Program who individually meet the Program’s income standards is required.

5. Maintain non-congregate meal service integrity by implementing procedures that document meals are only distributed, to a reasonable extent, to eligible children and that duplicate meals are not distributed to any child, if the applicant sponsor is electing to use the non-congregate meal service options described in 7 CFR 225.16(i)(1) and (2).

6. Maintain records of:
   - Daily participation meal counts taken at the point of service. Report to KSDE on a monthly basis the number of reimbursable meals served to children.
   - Menus and production records to document compliance with meal pattern requirements.
   - Notification of the local health department
   - Site visits and site reviews conducted by the Sponsor
   - Training completed by all administrative and site personnel
   - Ethnic/racial participation
   - Administrative and operational costs

7. Claim reimbursement for:
   - Allowable meals (breakfast, snack, lunch, supper) that meet requirements served to children from the ages of 1 thru 18
   - Congregate Meals Only: Second complete meals up to 2% of the total first meals for the SFSP and up to 2% of second complete breakfast meals only for SSO.

8. Use forms and instructions provided by KSDE in the Summer Food Service Program Administrative Handbook and School Nutrition Programs Food Service Facts to maintain complete and accurate records of Summer Food Service Program or Seamless Summer Option activity.

9. Promote the Summer Food Service Program at all program sites.

10. Comply with the USDA's regulations regarding nondiscrimination in employment (7CFR Parts 15, 15a, and 15b; 7CFR Parts 225.7.9(n).

U. Residential Child Care Institution (RCCI) Requirements

The provisions in this section are applicable only to RCCI Sponsors.

1. When the RCCI serves only resident children, the Sponsor:
   - Shall not complete forms or provisions related to applications for free meal benefits.
   - Shall comply with all other provisions of this agreement.
   - Shall provide documentation to support that each resident is eligible for free meals based on the individual resident's personal use income.

2. When the RCCI serves both day students and resident children:
   - For resident children, the Sponsor shall comply with the requirements of this agreement stated in Section U. 1.
   - For day students, the Sponsor shall comply with all provisions of this agreement including those related to applications for reduced price and free meal benefits and verification.

V. Provision 2

The Sponsor agrees to:

1. Indicate on each Site Application if the school will participate in Provision 2 and specify the Base School Year for the site (i.e. the first year of a four-year Provision 2 cycle).

2. Serve free meals to all students, enrolled in a school participating in Provision 2 for a four-year period regardless of their eligibility for CNP benefits.

3. Pay the difference between the cost of providing the meal and the total reimbursement received for each student meal using funds other than State reimbursement, Federal reimbursement or student payments.

4. Distribute letters and applications for reduced price or free CNP benefits to households of all enrolled students prior to or at the beginning of the Base School Year and determine eligibility of applicants. Households need not be notified of the eligibility determination.

5. Account daily during the Base School Year for student lunches and breakfasts served by eligibility category and establish monthly claiming percentages for paid, reduced price and free lunches, breakfasts and after school snacks.

6. Apply the monthly claiming percentages from the Base School Year to the corresponding monthly total meal count for lunches, breakfasts, and after school snacks served during the second, third and fourth consecutive school years.

7. Establish procedures during the second, third and fourth consecutive school years to count student meals served at the point of service, and maintain daily meal counts of total lunches, breakfasts and snacks served to students. Daily meal counts by income category are not required in the second, third and fourth consecutive school years.

8. Establish a new Base School Year (i.e. determine new claiming percentages based on actual counts of meals served in each income eligibility category) if applications for CNP Benefits are collected in the second, third or fourth consecutive school years.

9. Notify parents if the Sponsor chooses to discontinue Provision 2 and return to the standard CNP Reduced Price and Free Policy in the second, third or fourth consecutive school year following the Base School Year.

10. Complete verification requirements once during the four-year Provision 2 cycle.

W. Community Eligibility Provision

If the Sponsor elects the Community Eligibility Provision, the Sponsor agrees to:

1. Indicate on the Sponsor Application if the Sponsor, a school or a group of schools will participate in the Community Eligibility Provision and complete the Community Eligibility Application in KN-CLAIM prior to June 30. To be eligible, the Sponsor and/or schools must meet a minimum level (25%) of identified students for free meals in the year prior to implementing the Community Eligibility Provision.

2. Serve free breakfast and lunch meals to all students, enrolled in a school participating in Community Eligibility Provision regardless of their eligibility for CNP benefits.

3. Not collect free and reduced price applications from households in participating schools

4. Cover the difference between the cost of providing the meals and the total reimbursement received for each student meal using non-Federal funds.

5. Reimbursement is based on claiming percentages derived from the identified student percentages. Schools apply the claiming percentages to the total number of lunch and the total number of breakfast meals served to determine the number of meals claimed at the free and paid rates.

6. The claiming percentages established for a school in the first year may be used for a period of four school years and may be increased each year if the identified student percentages rise for the Sponsor and/or school.

7. The percentage of identified students is multiplied by a factor of 1.6 to determine the total percentage of meals reimbursed at the Federal free reimbursement rate (The percentage derived from this calculation must not exceed 100 percent). The remaining percentage of meals, equaling up to 100 percent, is reimbursed at the Federal paid reimbursement rate.

X. Smart Snacks in Schools Rule

The Sponsor agrees to:

1. Implement Section 10 of the Child Nutrition Act of 1966, 42 USC 1779, as amended by the Healthy, Hunger-Free Kids Act of 2010 which requires that all food sold outside of the school meal program, on the school campus and at any time during the school day must meet the nutrition standards set forth in the Final Rule titled “National School Lunch Program and School Breakfast Program: Nutrition Standards for All Foods Sold in School as Required by the Healthy, Hunger-Free Kids Act of 2010.”

2. Follow the exempt fundraiser frequency established by the Kansas State Board of Education. “One exempt fundraiser per school organization per semester that does not meet the Nutrition Standards for All Foods Sold in School during the school day (midnight before to 30 minutes after the end of the school day) on school grounds will be allowed. An organization is defined as a school group that is approved by the local board of education. Length of the organization’s exempt fundraiser cannot exceed 2 days.” Exempted fundraiser foods or beverages may not be sold in competition with school meals in the food serving area during meal service. There is no frequency or time limit on fundraisers during which food or beverage items that meet the nutrition standards are sold; nor are there any limits on non-food fundraiser activities.

3. Proceeds from the sale of all competitive foods must accrue to the food service fund, to the school, or to approved student organizations.

4. Maintain records such as receipts, nutrition labels and product specifications. Food service maintains records for competitive foods sold under the nonprofit school food service account. The Local Educational Agency maintains records for all other competitive food sales.

Y. Wellness Policy Requirements

The Sponsor agrees to:

1. Implement a local school wellness policy that at a minimum:
   - Includes specific goals for nutrition, nutrition promotion and education, physical activity and other school-based activities that are designed to promote student wellness (7 CFR 210.31(c)(1);
   - Includes standards and nutrition guidelines for all foods and beverages sold on the school campus during the school day that are at a minimum, consistent with Federal regulations for program meals and Smart Snacks in School nutrition standards and designed to promote student health and reduce childhood obesity (7 CFR 210.31(c)(2) and(3);
   - Includes standards and nutrition guidelines for all foods and beverages available but not sold to students on the school campus during the school day (for example classroom parties or rewards). These standards and nutrition guidelines are not required to be consistent with Smart Snacks standards and the Sponsor has the discretion to adopt standards that are consistent with Federal school meals and Smart Snacks nutrition standards or to adopt more or less stringent standards.
   - Includes policies that allow marketing or advertising of only those foods and beverages that may be sold on the school campus during the school day, i.e., those foods and beverages that meet the Smart Snacks in School nutrition standards (7 CFR 210.31(c)(3)(iii);
   - Establishes a plan for measuring implementation of the local wellness policy, including designation of one or more persons at the Sponsor-level or at each school, charged with operational responsibility for ensuring that the school complies with the local wellness policy; and
   - Involves parents, students, representatives of the school nutrition program, teachers of physical education, school health professionals, the school board, school administrators and the public in the development, implementation and evaluation of the local wellness policy.

2. Review and consider evidence-based strategies in determining local school wellness goals (7 CFR 210.31(c)(1).

3. Involve, inform, and update the public (including parents, students, and other stakeholders) about the content and implementation of the local school wellness policy (7 CFR 210.31(d)(2) and (3);

4. Conduct an assessment annually by updating the Sponsor's status in relation to the Kansas School Wellness Policy Model Guidelines in KSDE's online Wellness Impact Tool, to determine compliance, progress, and the extent to which the policy compares to model local school wellness policies (7 CFR 210.31(e)(2);

5. Designate a Wellness Policy Contact person on the Sponsor Application and enter the Wellness Policy Chair and committee members' names in the Wellness Impact Tool. The Sponsor must designate at least one LEA or school official(s) as responsible for determining the extent to which each school under their jurisdiction is in compliance with their wellness policies (7 CFR 210.31(e)(1).

6. Update or modify the local school wellness policy as appropriate (7 CFR 210.31(e)(3). Maintain on file for review or audit records of wellness policy implementation plans and progress.

Z. Contractual Provisions

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year.

State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44 1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq**.**
12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Signatures on Behalf of Sponsor

_____	_____	_____	_____
Board President	Date	Authorized Representative	Date
Randy Ralston, Board President		Tracy Johnson, Director	
Print Name of Board President		Print Name and Title of Authorized Representative	

Signatures on Behalf of KSDE

_____	_____	_____	_____
Commissioner of Education	Date	Director, Child Nutrition & Wellness	Date

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Josh Guymon, Assistant Superintendent
DATE: 06/02/2025
RE: 25-26 Negotiated Agreement

ISSUE:

The Board of Education is asked to consider and approve the proposed Negotiated agreement that should be ratified on June 6 by the teachers.

BACKGROUND:

Negotiations for the 25-26 teacher contract are complete. The teachers are currently voting on their contract. The board is asked to consider and approve the contract that was negotiated. The teacher vote ends on June 6, 2025 and the Negotiated Agreement will be on the June 26, 2025 consent agenda for action.

ALTERNATIVES:

1. Approve the New Teacher contract
2. Do not approve the new teacher contract

RECOMMENDATION:

Approve the teacher contract

FISCAL NOTE:

$2.5 Million for salary and benefits

ATTACHMENTS:

The Slide show of the presentation

TENTATIVE AGREEMENT

Changes for 2025-2026 Contract

Negotiations Teams

<u>GCEA Members</u>

Aimee Brandt

Levi Burnfin

Linda Davis

Tracy Meinzer

Amber Vigil

<u>BOE Members</u>

Jackie Gigot

Josh Guymon

Jessica Nothern

Randy Ralston

Drew Thon

Article III – Salaries and Wages
Section C - Salary Schedule

- **Base pay will be raised to $48,500.**
  - **(2024-25 Base was $47,000)**
- **Increased step values in BA+45, Master's and ED.D./ED.S columns.**
  - **Note: Article VI, Section A: Fringe Benefit will remain at $900.**
    - **Illness and Disability Bank donated days helped keep the Health Fund in good standing.**

2025-2026 TENTATIVE AGREEMENT SALARY SCHEDULE

Step	BS	BS+15	BS+30	BS+45	MA	MA+15	MA+30	MA+45	Ed.S/Ed.D
0	$48,500	$49,100	$49,700	$50,300	$51,025	$51,650	$52,275	$52,900	$53,625
1	$49,100	$49,700	$50,300	$50,925	$51,650	$52,275	$52,900	$53,525	$54,250
2	$49,700	$50,300	$50,900	$51,550	$52,275	$52,900	$53,525	$54,150	$54,875
3	$50,300	$50,900	$51,500	$52,175	$52,900	$53,525	$54,150	$54,775	$55,500
4	$50,900	$51,500	$52,100	$52,800	$53,525	$54,150	$54,775	$55,400	$56,125
5	$51,500	$52,100	$52,700	$53,425	$54,150	$54,775	$55,400	$56,025	$56,750
6	$52,500	$53,100	$53,700	$54,425	$55,150	$55,775	$56,400	$57,025	$57,750
7	$53,125	$53,725	$54,325	$55,050	$55,800	$56,425	$57,050	$57,675	$58,400
8	$53,750	$54,350	$54,950	$55,675	$56,450	$57,075	$57,700	$58,325	$59,050
9	$54,375	$54,975	$55,575	$56,300	$57,100	$57,725	$58,350	$58,975	$59,700
10	$55,025	$55,650	$56,675	$57,400	$58,200	$58,825	$59,450	$60,075	$60,800
11	$55,675	$56,300	$57,325	$58,075	$58,875	$59,500	$60,125	$60,750	$61,500
12	$56,325	$56,950	$57,975	$58,750	$59,550	$60,175	$60,800	$61,425	$62,200
13		$57,600	$58,625	$59,425	$60,225	$60,850	$61,475	$62,100	$62,900
14		$58,250	$59,275	$60,100	$60,900	$61,525	$62,150	$62,775	$63,600
15		$59,250	$60,475	$61,300	$62,100	$62,725	$63,350	$63,975	$64,800
16			$61,175	$62,025	$62,850	$63,475	$64,100	$64,725	$65,550
17			$61,875	$62,750	$63,600	$64,225	$64,850	$65,475	$66,300
18			$62,845	$63,500	$64,350	$64,975	$65,600	$66,225	$67,050
19				$65,198	$65,350	$65,975	$66,600	$67,225	$68,050
20					$66,350	$66,975	$67,600	$68,225	$69,050
21					$68,048	$68,175	$68,800	$69,425	$70,250
22						$69,575	$70,200	$70,825	$71,650
23						$71,394	$72,261	$73,129	$74,196

2025-2026 TENTATIVE AGREEMENT INCREASES
(inclusive of step movement, excluding possible column movement)

Step	BS	BS+15	BS+30	BS+45	MA	MA+15	MA+30	MA+45	Ed.S/Ed.D
0	$2,100	$2,100	$2,100	$2,125	$2,250	$2,275	$2,300	$2,325	$2,450
1	$2,100	$2,100	$2,100	$2,150	$2,275	$2,300	$2,325	$2,350	$2,475
2	$2,100	$2,100	$2,100	$2,175	$2,300	$2,325	$2,350	$2,375	$2,500
3	$2,100	$2,100	$2,100	$2,200	$2,325	$2,350	$2,375	$2,400	$2,525
4	$2,100	$2,100	$2,100	$2,225	$2,350	$2,375	$2,400	$2,425	$2,550
5	$2,500	$2,500	$2,500	$2,625	$2,750	$2,775	$2,800	$2,825	$2,950
6	$2,125	$2,125	$2,125	$2,250	$2,400	$2,425	$2,450	$2,475	$2,600
7	$2,125	$2,125	$2,125	$2,250	$2,425	$2,450	$2,475	$2,500	$2,600
8	$2,125	$2,125	$2,125	$2,250	$2,450	$2,475	$2,500	$2,525	$2,600
9	$2,150	$2,175	$2,600	$2,725	$2,925	$2,950	$2,975	$3,000	$3,050
10	$2,150	$2,150	$2,150	$2,300	$2,500	$2,525	$2,550	$2,575	$2,650
11	$2,150	$2,150	$2,150	$2,325	$2,500	$2,525	$2,550	$2,575	$2,650
12	$1,500	$2,150	$2,150	$2,350	$2,500	$2,525	$2,550	$2,575	$2,650
13		$2,150	$2,150	$2,375	$2,500	$2,525	$2,550	$2,575	$2,650
14		$2,500	$2,700	$2,925	$3,025	$3,050	$3,075	$3,100	$3,150
15		$1,500	$2,200	$2,450	$2,575	$2,600	$2,625	$2,650	$2,700
16			$2,200	$2,475	$2,600	$2,625	$2,650	$2,675	$2,700
17			$2,470	$2,525	$2,625	$2,650	$2,675	$2,700	$2,700
18			$1,530	$3,473	$2,875	$2,900	$2,925	$2,950	$2,950
19				$1,828	$2,800	$3,150	$3,075	$3,200	$3,200
20					$3,423	$3,350	$3,375	$3,400	$3,400
21					$1,778	$3,150	$3,575	$3,600	$3,600
22						$3,869	$4,136	$4,404	$4,646
23						$2,106	$2,138	$2,171	$2,178

Article III – Salaries and Wages
Section D – Supplemental Salary Schedule

- ***Added/Revised Supplemental Salary Schedule Positions:***
  - **Curriculum Council (S-3)**
  - **Professional Development Council (S-3)**
  - **Safe Learning Advisory Council (S-3)**
    - **Added language to Negotiated Agreement for elected positions on all three councils.**
    - **Safe Learning Advisory Council is a newly created council responsible for addressing discipline throughout the district.**

Article III – Salaries and Wages
Section D – Supplemental Salary Schedule

- ***Supplemental increases for the following Special Education positions:***
  - **LEAP, START, Behavior (S-6)**
  - **RISE, STRIVE, TEP, Rainbow Bridge (S-7)**
  - **All other Special Education positions remain at an S-5**

Article III – Salaries and Wages
Section D – Supplemental, cont.

- ***The following changes were made to the Supplemental Salary Schedule, as approved by the Supplemental Committee***
  - **Elementary Robotics increased to S-2**
  - **Revisions to Cheer Head Coach and Assistant Coaches to maintain consistency across sports**
  - **Remove "Boys" from all wrestling position titles**

Article III – Salaries and Wages
Other

- **Section E: Salary Schedule Regulations**
  - Long-term substitutes may now be eligible for experience credit to be placed on Certified Salary Schedule when hired as a certified employee.
    - Up to four years of experience may be considered.
    - This is retroactive for certified employees hired within previous five years
- **Section G: Nesting**
  - Removed language referring to Board Policy IE regarding Class Size recommendations
- **Section K: Compensation to New Employees**
  - Revised language to allow for payment of New Teacher Bonus within first duty week, or after all required paperwork is received.

Article V – Leave

- Paid-Time Off
  - 12 PTO Days
    - No split in emergency or personal leave anymore
  - No restrictions on use
  - May take up to three days off consecutively without need for application.
  - For longer absences, application is required and doctor's note may be required.
    - Application may be filed ex post facto for illness.

Article V – Leave

- Financial Implications
  - All accrued days are capped at 60 (used to be 100)
  - For all days *currently* above 60, a $130 buyback will occur during each of the next three years until all days currently held above 60 are purchased.
    - Max of 15 per year.
  - All days subsequently accrued above 60 will be bought back at $100 per day.
  - When retiring, all days will be bought at $75 per day.
    - Used to be $130 per day above 70, and $34 per day below.

Article V – Leave

100 Days Accrued Now					
Retiring Next Year		**Retiring in 5 years**		**Retiring in 10 Years**	
Current	**Tentative**	**Current**	**Tentative**	**Current**	**Tentative**
15 days @ $130/day = $1950	15 days @ $130/day = $1950	75 days @ $130/day (selling back as many as possible at high rate) = $9750	40 days @ $130/day (one time buyback over 3 years) = $5200	120 days @ $130/day (selling back as many as possible at high rate) = $15,600	40 days @ $130/day (one-time buyback over 3 years) = $5200
70 days @ $34/day = $2380	85 days @ $75/day upon retirement = $7275	70 days @ $34/day upon retirement = $2380	12 new days per year @ $100/day = $6000	70 days @ $34/day upon retirement = $2380	12 new days per year @ $100/day = $12000
			60 days @ $75/day upon retirement = $4500		60 days @ $75/day upon retirement = $4500
Total: $4330	Total: $8325	Total: $12,130	Total: $15,700	Total: $17,980	Total: $21,700

Article V – Leave

70 Days Accrued Now					
Retiring Next Year		**Retiring in 5 years**		**Retiring in 10 Years**	
Current	**Tentative**	**Current**	**Tentative**	**Current**	**Tentative**
9 days @ $130/day = $1170	10 days @ $130/day (one time buyback) = $1300	45 days @ $130/day (selling back 9 days per year) = $5850	10 days @ $130/day (one time buyback) = $1300	90 days @ $130/day (selling back 9 days per year) = $11700	10 days @ $130/day (one-time buyback) = $1300
70 days @ $34/day = $2380	72 days @ $75/day = $5400	70 days @ $34/day upon retirement = $2380	12 new days per year @ $100/day = $6000	70 days @ $34/day upon retirement = $2380	12 new days per year @ $100/day = $12000
			60 days @ $75/day upon retirement = $4500		60 days @ $75/day upon retirement = $4500
Total: $3550	Total: $6700	Total: $8230	Total: $11,800	Total: $14,080	Total: $17,800

Article V – Leave

30 Days Accrued Now					
Retiring Next Year		**Retiring in 5 years**		**Retiring in 10 Years**	
Current	**Tentative**	**Current**	**Tentative**	**Current**	**Tentative**
39 days @ $34/day = $1326	42 days @ $75/day = $2250	5 days @ $130/day upon retirement = $650	30 days @ $100/day (buyback when cap exceeded) = $3000	50 days @ $130/day (selling back to 70 each year) = $6500	90 days @ $100/day (selling back as needed to cap) = $9000
		70 days @ $34/day upon retirement = $2380	60 days @ $75/day upon retirement = $4500	70 days @ $34/day upon retirement = $2380	60 days @ $75/day upon retirement = $4500
Total: $1326	Total: $3150	Total: $3030	Total: $7500	Total: $8880	Total: $13,500

Article V – Leave
Section D – Illness And Disability Bank

- **Article V, Section D, Illness/Disability or Parental Leave Bank**
  - Revised the "Sick Bank" to include a Call for Days if Bank days fall below 10 in the Spring Semester.
  - Also revised language that allows employees to use "Sick Bank" for non-consecutive days missed for things like follow up doctor's appointments or other.

Article IV – Hours & Amounts of Work

- **No Changes to Contract Hours or Days**
  - **166.5 Student Contact Days**
  - **4 Parent-Teacher Conference Days**
  - **7 Inservice Days**
  - **4 Work Days**

Article IV – Hours & Amounts of Work
Section B: Adoption of School Calendar

- Revised language allowing for Work Day at beginning of the year to be prior to Inservice Day.
- Revised procedure for Calendar Committee to submit Calendars for vote.
  - Three Calendars will be presented for ratification
  - Ranked Choice will be used to select Calendar
    - Example:
    - Choice A: 47 votes
    - Choice B: 40 votes
    - Choice C: 13 votes (These votes would now move to the voters' second-place calendar until Choice A or Choice B receives 50% plus one.)

Article IV – Hours & Amounts of Work Section C, Length of Duty Day

- **Add language: “Teachers may submit written requests for schedule changes to their administrator by March 15 each year for consideration. The building administrator has final authority over all scheduling decisions.”**
- **Remove four hours of mandatory meeting time outside of contract time.**
  - **Certified Employees are now eligible to be paid for mandatory meetings immediately.**

Article IV – Hours & Amounts of Work
Section E, Staff Meetings and G, Emergency Closings

- **Article IV, Section E, Staff Meetings**
  - **Staff meetings are no longer required to be on Wednesdays.**
- **Article IV, Section G, Emergency Closings**
  - **When the district calls for a delayed start, certified staff are now only required to report to their building 30 minutes prior to the announced start time.**
    - **Certified Employee in Charge may be required to report to buildings at scheduled contract time**

Article IV – Hours & Amounts of Work
Section J, Parent-Teacher Conferences

- **No substantive changes**
  - **Clarified language and process for ease of implementation.**
  - **Staff should communicate early with Principals and Building Leadership Teams regarding the scheduling of Parent-Teacher Conferences.**

Article XIV – Professional Dress

- **Revised Language For Certified Dress Code**
  - **The Board of Education encourages certified employees to maintain a professional appearance (examples below):**
    - **Slacks, Khakis, Jeans, Collared Shirt, Sweater, Sport Coat, Blouse, Skirt, Dress, Dress Shorts, Pant Suits, School Shirts.**
    - **Clothing and shoes must be in good repair and suitable for a professional school setting.**
      - **No rips or tears in jeans**

Article VIII – Grievance Procedure

- Minor changes
  - Revised process of Grievance Committee hearing.
  - Added a Board representative to be present during hearing.
  - Clarified language regarding confidentiality of Grievance Hearing.
  - Revised “At-Large” Members of Grievance Committee to a list of four to be approved by both GCEA and Board.

Article XII – Assignments and Transfers

- Section A
  - Added language regarding district-required reassignments and transfers of certified employees.
  - If a reassignment is required, a certified employee may be eligible for an additional work day.
  - If a building transfer is required, a certified employee may be eligible for three additional work days.

Article XIII – Association Rights and Responsibilities

- Section B
  - GCEA shall be allowed to use school facilities with prior approval from building Administration.
  - GCEA may be allowed to conduct Association business during staff meetings once per semester.
  - Association may be allowed to schedule at least one informational meeting during designated district inservice days held at the beginning of the year. (AVID in 2025-26)

Article XIII – Association Rights and Responsibilities

- Section C
  - Association materials may be posted on bulletin boards in lounges or workrooms.
  - Association Members shall have the right to display educational materials created by or provided by the Association within their classrooms, provided that such displays do not disrupt the educational environment or violate existing school policies.

Other Revisions

- **Grammar, capitalization, terms consistency revisions throughout**
- **Replaced Conference Report (Form 57) with updated template.**
  - **No substantive changes**
- **Removed time sheet from Appendix**

Contract Ratification Voting

- Voting will open on May 23 at 1 pm, and we would like to close voting on June 6 at 5 pm
- We MUST have a quorum 253 of eligible votes for the vote to be legitimate. Help us contact people!!
- Voting link will be emailed/texted out after the first meeting.

Questions?

Updates to Admin Handbook FY26

redlined page #	new page #	change
		updated administrator titles to reflect staffing changes
5	5	updated number of vacation carryover days and payout amount
6	6	updated BOE contribution to fringe benefit
8	7	removed Section G. Phone Allowance
	8	clarified requirements for notices of resignation
11	10	updated payouts for accrued leave at retirement and clarified requirements for notice of retirement
14 to 18	13	updated Artice IV Leave Provisions to reflect change to PTO
16 to 17	14	updated Administrative Leave Bank
20	17	updated Administrative Travel
21	18	removed rate for experience and Section G. Aministrative Supplementals
23	19	updated salary bases

USD 457
GARDEN CITY
PUBLIC SCHOOLS

ADMINISTRATOR PERSONNEL HANDBOOK

2025 – 2026

ADMINISTRATIVE PERSONNEL
EMPLOYMENT HANDBOOK
UNIFIED SCHOOL DISTRICT 457

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ADMINISTRATIVE PERSONNEL
EMPLOYMENT HANDBOOK
UNIFIED SCHOOL DISTRICT 457

DEFINITIONS

1. The School District or School System. Unified School District 457, Garden City, Finney County, Kansas.

2. The Board. The Board of Education (BOE) of Unified School District 457, Garden City, Finney County, Kansas.

3. Administrative Personnel. Those employees who are employed under one of the following contracts: Superintendent, Deputy Superintendent, Assistant Superintendent, Chief Financial Officer, Chief HR Officer, Director, Principal, Associate Principal, or Coordinator.

4. Superintendent's Leadership Team. Deputy Superintendent, Assistant Superintendent, and Chief Financial Officer~~, and Chief HR Officer~~.

5. Contract Year. That period of time specified on each individual contract.

6. Contract Days. Those days during a year for which assignments can be made and for which an administrator is paid to work.

7. Non-duty Days. Those days, Monday through Friday, interspersed during the contract year, on which the administrator is not required to be on duty.

8. Daily Rate. Annual salary divided by number of contract days.

9. Full-time Employment is defined as a position entailing a full day of duties, as outlined in BOE policy, with a contract length of 205 days or longer. Administrators employed full-time after the beginning of the regular contract year shall qualify for proportional full-time status on the basis of days contracted.

10. Disability, as used herein, shall mean the general disability of a person (physical, mental, and/or emotional), because of sickness or injury, to perform substantially the administratively assigned duties and to fulfill substantially the requirements of the individual contract between the administrator and the BOE. During the period of disability, the person must be under the regular care and attendance of a legally qualified physician. "Disability" leave as defined here is not to be confused with "Disability" or "Total Disability" as defined for eligibility for disability payments from the Kansas Public Employees Retirement System.

ARTICLE I
ADMINISTRATIVE COMPENSATION

Section A. General Guidelines

1. Method of Payment.
   The Board of Education shall pay administrative personnel in 12 equal monthly installments for each contract year. Payment will begin on the 15th of the first contracted month.

2. Payroll Direct Deposit.
   USD 457 provides a payroll direct deposit program to its employees at no charge. All administrators are encouraged to participate in this program.

3. Probationary Status.
   There shall be two types of probation. The first shall be new administrator probation, which shall refer to administrators with less than two (2) full years of continuous service with USD 457. The second type of probation shall be related to disciplinary probation. Such probation may or may not come as a result of difficulties determined through evaluation. Being placed on disciplinary probation shall be an administrative decision. It is emphasized that probation is not necessarily a punitive action, but may be formal recognition of a situation which indicates a need for more intensive supervision and assistance.

4. Extended Contracts.
   The term "extended contract" shall refer to a special class of payments received by administrators as payment for additional time specially assigned.

Section B. Salary Deductions

1. Monthly Salary Deductions.
   Salary deductions are allowed only upon approval by the BOE and are subject to the following requirements:

   a. Organizations, companies or individuals desiring the institution of a salary deduction plan must submit a desired plan to the board for advance approval.
   b. Deductions are to be withheld in equal installments, with the number of installments being determined by the number of pay periods included in the employee's job description.
   c. The payroll department of the Business Office shall be given 30 days notice of the implementation or termination of a salary deduction by an individual.
   d. All salary deductions other than those regulated by the federal or state government will be deducted only upon written approval of the employee.
   e. The Board of USD 457 authorizes, within the above regulations, salary deduction plans for Blue Cross-Blue Shield, Garden City Teacher's Federal Credit Union, Garden City Educators Association dues, YMCA, Garden City Recreation Commission, Buffalo Dunes, SAMS, USA dues and United Way. Tax-sheltered annuities, as reductions in pay, are authorized in groups of five or more individuals.

2. Salary deduction for loss of workdays:
   In case of salary reduction due to termination, resignation, unexcused absences, or other similar circumstances, the daily rate of pay will be computed as follows:

   The contractual salary for the individual will be divided by the total workdays for the individual as determined by the adopted school calendar.

Individuals concerned shall indemnify and hold harmless the BOE from any and all claims, demands, suits or other forms of liability (including cost and attorney fees) that shall arise out of any action taken or not taken by the BOE for the purpose of complying with the above provision or the authorization form.

Section C. Years of Service Compensation

A payment, based on completed years of service with the district as of August 31, of the current year, will be paid in December, to those employees actively employed as of the payment date.

Years of Service	Amount
0 – 4 years	$ -----
5 – 9 years	$ 500
10 – 14 years	$ 700
15 – 19 years	$ 1,200
20+ years	$ 2,000

ARTICLE II
BENEFITS

Section A. Vacation

All 261 day full-time administrators shall receive vacation days based upon the number of years served in the district.

0-9 years	20 days
10-19 years	25 days
20 or more years	30 days

If possible, vacation time should be used in blocks of five days or more at one time. Vacation time may be accrued, and will be limited to a ten-day block of time, unless prior approval is obtained from the supervisor.

Approval for use of vacation should be arranged well in advance with the immediate supervisor.

In the event that an employee has one or more days of earned vacation time when the employee resigns his/her position with the district, the employee may receive salary in lieu of the vacation time up to a maximum of 40 days.

If an administrator resigns or is terminated for any cause (including illness) before serving a full year, his or her vacation days for that contract year shall be adjusted on the basis of the actual days worked in relation to the total contract days. Administrators terminated are not eligible to receive salary in lieu of unused vacation days.

No more than ~~thirty (30)~~25 days of vacation may be accrued from the end of the year at June 30 to the beginning of the next year on July 1. Up to 5 days, in excess of ~~30~~ 25, will be paid out at the rate of ~~$143~~$150 per day. Compensation will be included in the administrator's September paycheck.

Section B. IRC Section 125 "Cafeteria" Fringe Benefit Plan

The Board of Education has established an IRC Section 125 "Cafeteria" Fringe Benefit Plan for all the employees of the district. The options to be included in the plan are:

a. health/dental insurance ~~(hospitalization)~~
b. group term life insurance not to exceed $50,000

c. cancer/dread disease insurance
d. vision insurance
~~c.~~e. accident insurance
~~d.~~f. medical expense reimbursement
g. dependent care expense reimbursement
h. health savings account
~~e.~~i. short-term disability~~.~~

Further, an eligible employee may at his/her discretion, forego any reduction in compensation as salary cash.

The above insurance benefits shall be provided by a company or companies approved by the Board of Education.

The board will not be responsible for any service charges assessed by the administering agencies of the program.

Section C. Liability Insurance

The board agrees to include all administrators in the personal and professional liability plan of the school district, a plan written to include all district employees.

Section D. Life Insurance.

The BOE will enter into an agreement for $50,000 of group term life and accidental death insurance for each full time administrator, with the exception of the Superintendent's Leadership Team, who are entitled to $100,000 of group term life and accidental death insurance. The BOE will enter an agreement for $25,000 of group term life and accident insurance for half time or more (but less than full time) administrators. The administrator will have the option of purchasing additional group term life insurance.

Section E. Medical Insurance.

The BOE shall provide each full-time administrator the sum of ~~$830~~ $900 per month ~~(increasing to $900 per month in December 2024)~~ to be used toward the purchase of health and/or dental insurance through the district's group health insurance plan. Part-time administrators will receive a percentage in ratio to their full-time equivalence of employment.

Section F. Employer 403(b) Plan.

A Retirement Plan Portfolio may be established for each USD 457 administrator. This portfolio may contain up to two (2) accounts, an Employer Paid Account and an Employee Paid Account. Each employee is eligible on the first of the month following his/her date of employment.

For each monthly contribution that an administrator makes into their Employee Paid Account, USD 457 will contribute a dollar for dollar matching amount up to $100 into the Employer Paid Account. Any employee who is eligible for KPERS benefits and makes the necessary contribution into their Employee paid Account is eligible for the matching amount into the Employer Paid Account.

The plan year for the Employer Paid account will be from September 1 through August 31. Any increases or additions to each employee's Employer Paid Account will only be made effective on the first of the month following initial employment or at the beginning of each plan year. If an employee discontinues or reduces his/her Employee Paid Account to less than $100 per month, the Employer Paid Account will be reduced accordingly.

Upon beginning his/her 6th total year as a USD 457 employee, each administrator will become vested in 10% of the amount contained within his/her Employer Paid Account. The vested portion will continue to increase by an additional

10% per year until the teacher is 100% vested upon beginning his/her 15th year with USD 457. The superintendent will be fully vested in the employer provided 403(b) plan after twelve (12) years of service.

Vesting Schedule:

Years(s)	Amount Vested
1-5	0%
6	10%
7	20%
8	30%
9	40%
10	50%
11	60%
12	70%
13	80%
14	90%
15	100%

An employee who terminates employment with USD 457 after the beginning of his/her 6th year may leave the vested amount in the Employer Paid Account, thereby retaining vesting status upon returning to a position with USD 457 at a future date.

An employee may voluntarily contribute from salary an amount of his/her choosing into the Employee Paid Account. Voluntary contributions may not exceed the amount allowed by Federal and State laws and regulations. An employee who chooses to make contributions into his/her Employee Paid Account will be fully vested in his/her account immediately. Employees may add or increase an Employee Paid Account on September 1 or January 1, but may discontinue an Employee Paid Account at any time.

In the event of considering new options for retirement benefits, a USD 457 Retirement Plan Oversight Committee, made up of representatives from the BOE, administration, GCEA and classified staff, will need to be assembled to select and maintain a group of investment options, including Conservative, Moderate and Aggressive investment tracks. Employees must select from these options for all investments into their Retirement Plan Portfolio. Separate investment options may be made for an employee's Employer Paid Account and his/her Employee Paid Account.

NOTE: This plan in no way limits additional voluntary contributions into separate qualified retirement accounts with qualified providers up to the amounts allowed by State and Federal laws and regulations

An employee may access the vested portion of his/her Employer Paid Account upon termination of his/her employment contract with USD 457.

Employer and Employee Paid contributions and growth thereon will be considered taxable income upon distribution from the plan. Further, a penalty for early withdrawal may apply for distributions made prior to the age allowed by State and Federal laws and regulations. Qualified Rollover options may allow a terminated employee to defer taxation until a later date.

If any provision of this plan is determined to be in violation of Federal or State laws or regulations, then the entire plan shall immediately terminate and shall be of no further force or effect unless re-adopted by the Board of Education of USD 457.

In addition to the Employer Paid match of $100, the Superintendent's Leadership Team will receive up to $200 paid as salary to be deducted to their choice of an employee paid annuity account.

~~**Section G. Cell Phone Allowance**~~

~~The Board shall provide all administrators a monthly allowance of $80 for the use of a personal phone.~~

ARTICLE III
ADMINISTRATOR EMPLOYMENT CONDITIONS

Section A. Posting Notice of Vacancies Within the District

It is agreed that the superintendent, or designee, shall post notice online through e-mail of any supervisory or administrative vacancies for at least three teaching days before filling said vacancies. ~~(During the summer months, vacancy lists are to be posted in the Educational Support Center.)~~ District personnel may be given consideration for the position upon receipt of their application.

Section B. Administrator's Calendar

All administrators shall have access to a calendar showing contracted working days for the year. All administrators, except those who are on contract for 261 days, may choose a flexible calendar, with the following provisions:

1. The flexible calendar needs to be established by the administrator, approved by the superintendent and turned into the Payroll Office before any non-duty days are worked.
2. A non-duty day must be worked before the administrator can use a duty day as a flex day. The duty day to be used as a flex day must be within 12 months of the non-duty day worked.
3. Holidays (Thanksgiving Day, Christmas Day, etc.), weekends or days at in-service cannot be substituted for duty days.
4. No more than 4 flex days may be used in one fiscal year and an administrator may not be absent for more than 10 teacher contract days for any combination of flexible, personal and professional leave days. Approval of additional days may be granted by the superintendent.

Section C. Resignation and Termination of Employment

A certified administrator who is under contract with the Board of Education may be released from that contract only by formal action of the Board of Education, and when the resignation is deemed to be in the best interests of the district. An administrator requesting a release shall make written application to the Superintendent of Schools stating the specific reason for the requested release. Each request will be judged on its own merits by the Board of Education, with consideration given to the reason for the request, difficulty in promptly filling a vacated position, any disruption to the educational process, and any personnel complications caused by the resignation. The Board of Education shall not be required to release an administrator from a contract.

The Board of Education may assess liquidated damages for certified administrators who resign without providing sufficient notice prior to the start date of their contract. ~~for a~~A resignation submitted with less than an 8 week notice may result in liquidated damages ~~in the amount of~~ of $2,500, and a resignation with less than a 4 week notice may result in liquidated damages of ~~for~~ $4,000. ~~for less than a 4 week notice.~~ Classified administrators may be assessed liquidated damages in the amount of $2,500 for less than a 4 week notice and $4,000 for less than a 2 week notice.

The liquidated damages for an administrator who works less than full time shall be adjusted on a pro rata basis. The Board of Education may waive assessment of liquidated damages in cases involving illness, unexpected personal or family hardships, or emergency situations.

If liquidated damages are assessed by the Board of Education at a time the Board of Education owes an administrator additional compensation, the Board of Education may withhold the liquidated damages from the administrator's final paycheck. This provision shall be construed to be written consent from an administrator, in compliance with K.S.A. 44-319.

The Board of Education agrees that no further action will be taken after payment of liquidated damages, or waiver of assessment of liquidated damages. An administrator released from a contract shall be released for the remaining term of the contract, regardless if the remaining term is one (1) year or multiple years. An administrator not released from contract will be expected to continue discharge of duties until the end of a contract term, or any subsequent action of the Board of Education releasing the administrator. All liquidated damages shall be paid within fifteen (15) days of notice of the decision of the Board of Education to assess liquidated damages and thereafter, release an administrator from a contract, subject to a suitable replacement being employed by the Board of Education.

An administrator currently under contract shall be determined to be under contract for the next teaching year unless a resignation is submitted on or before May 15th of the current school year. New administrators coming into the district shall be determined to be under contract when a Letter of Intent to Employ has been signed by the administrator and approved by the Board of Education.

At the same time an administrator requests a release from a contract, the administrator may request that liquidated damages be waived by making an application in writing to the Superintendent of Schools stating the specific reason for the requested waiver. Each request will be judged on its own merits, and a hearing will be held before a panel (Appeals Panel) of two administrators appointed by the Administrative Meet and Confer Committee and two administrators appointed by the Superintendent of Schools. The hearing will be held within five (5) working days after the request is received by the Superintendent of Schools. The administrator shall be notified of the date, time and place of the hearing and shall have the opportunity to address the Appeals Panel. The Appeals Panel will make a recommendation to the Board of Education at their next regularly scheduled meeting. The Board of Education may choose to accept or reject the recommendation of the appeals Panel.

An administrator who is not released from a contract by the Board of Education action shall fulfill the terms of the contract, and any action by the administrator resulting in a failure to fulfill the terms of the contract shall amount to a breach of contract and will subject the administrator to any and all legal remedies available to the Board of Education. In the event of a breach of contract by an administrator, appropriate notation of the same will be placed in the administrator's personnel file. The Kansas State Board of Education shall be notified of an administrator who fails to fulfill the terms of a contract, pursuant to K.S.A. 72-5412.

Section D. Payment for District Directed Course Work

If and when the administration directs administrative personnel to take course work to fulfill required assignments or to meet district goals, it is understood that the district may pay the tuition costs of said courses.

Section E. Suspension, Discharge, or Demotion

The superintendent may suspend, discharge, or demote an employee for any one or more of the following reasons: alleged violation of board policy, rule or regulation; the filing of a formal complaint against the employee with any civil authority or with the board charging the employee with the alleged commission of an offense involving moral turpitude; and other just cause. An employee may be suspended with pay. If the suspension is imposed on an employee pending dismissal, the employee is entitled to pay until the employee has had a due process hearing before the board. The hearing shall determine whether the suspension shall be with or without pay and whether the employee will be terminated.

Grievance procedures listed in the Classified Handbook and Negotiated Agreement may be followed for administrative grievances, as applicable. Classified Administrators shall follow procedures from the Classified Handbook and Certified Administrators shall follow procedures outlined in the Negotiated Agreement.

Section F. Complaints Against Administrators

Any complaint regarding an administrator by any parent, student or other person, which might result in an evaluative or disciplinary action, shall be promptly called to the administrator's attention.

The administrator shall receive a copy of any written complaint. The administrator shall have an opportunity to answer the complaint. The administrator's written response will be communicated to the complainant. If the complaint is placed in the administrator's file, any written response by the administrator will be filed along with the written complaint.

If a complaint is not used as a basis for action against the administrator within three years of its entering the file, such material shall be removed and destroyed.

Section G. Retirement of Professional Staff Members

Severance Pay to Retiring Administrators

Upon retirement from the administrative profession and through KPERS, an administrator who has completed fifteen (15) years or more of full time employment with USD 457 shall be entitled to payment, in addition to their normal salary for the last year of employment according to the following compensation schedule:

Service to	Service as Administrator			
USD 457	Less than 10	10-14	15-19	20 or more
15	8%	10%	12%	
16	9%	11%	13%	
17	10%	12%	14%	
18	11%	13%	15%	
19	12%	14%	16%	
20 or more	13%	15%	16.5%	16.67%

In addition, if the employee has 20 or more ~~unused emergency leave~~ accrued PTO days ~~at the end of his/her employment with USD 457~~upon retirement through KPERS, he/she will be entitled to additional pay equal to ~~$43~~$85 for each unused ~~emergency leave~~ day. ~~up to 50 total days. Up to 15 days, in excess of 50, will be paid out at the rate of $143 per day.~~

Said payment shall be made as part of the administrator's last year of employment prior to such retirement and as part of the consideration of the administrator's last year of service to the school district; provided, however, that to be eligible for such payment ~~the~~ certified administrator~~s must~~ give written notice to the Personnel Office by January 1 of the retirement year or classified administrators give written notice to the Personnel Office 6 months prior to his/her intended retirement date, which notice shall be irrevocable upon acceptance by the board; provided further that in the event of the death of such administrator during the last contract year prior to retirement, a sum equal to the administrator's compensation according to the said schedule, prorated by the number of contract days completed by the administrator for that year prior to death, shall be paid to the administrator surviving spouse, or in absence thereof, to the administrator estate. Said years of full-time employment with USD 457 shall consist of both years of employment in the teaching profession and the administrative profession, and need not necessarily be continuous. [Legal reference: K.S.A. 74-4914 as amended]

Section H. Legal Action Against an Employee

In the event of legal action against an administrator of the district, the provisions of the Tort Claims Act (K.S.A. Article 61) will prevail.

Section I. Assault and Battery, Property Damage

Reporting

An administrator who has suffered an assault and/or battery in connection with his/her employment, where such event occurs in school, on school grounds, or while the administrator is engaged in duties at a regularly scheduled school event, shall, within two weeks thereafter, make a written report of the circumstances to the superintendent.

Injury Benefits

Whenever an administrator is absent as a result of personal injury caused by the assault and/or battery reported under paragraph 1, and the BOE finds that the administrator has used reasonable judgment, he/she shall be paid his/her full salary, less any other BOE provided disability benefits, without having such absence charged as sick leave. Such payments shall not extend beyond the end of the administrator's current contract year. The BOE may require medical reports in verification of the disability.

Section J. Administrator's Evaluation

1. In-service

   Each administrator will have the opportunity to attend an in-service meeting at which the evaluation instrument and procedures will be explained. Individual administrator and evaluator packets will be distributed. Each packet will include the following:

   a. An overview of the evaluation process, including the procedures for evaluation.
   b. A set of evaluation working papers.
   c. A sample of the final evaluation form.

2. Cycles

   A minimum of one evaluation every year will be completed by February 15. Evaluations may occur more often at the request of the administrator or discretion of the evaluator. Request for specific clinical evaluation techniques may be made. These could include such techniques as task analysis, charting, narrative recording, etc.

3. Growth Plan

   By October 1, each principal will develop a professional growth plan for the year which, if requested, shall be shared with his/her supervisor.

4. Plan of Assistance

   In any situation deemed appropriate, a Plan of Assistance may be developed by the superintendent, supervisor and administrator. This plan should include but not be limited to:

   a. Time line for all activities.
   b. Specific deficiencies.
   c. In-services, observations, and other help provided by the district.
   d. Specific evidence the administrator will provide.
   e. Criteria to be met as determined by the supervisor.

   The evaluator will determine the length and outcome of the Plan of Assistance.

5. Evaluator
   Principals will be evaluated by the superintendent or his/her designee each year. The superintendent or their designee will provide input for each evaluation in writing.

   Assistant Principals will be evaluated by their supervising principal. During the course of the year, if the superintendent or his/her designee has concerns regarding the professional performance of the assistant principal, those concerns will be documented in writing to the assistant principal and copied to the building principal. Those concerns will be reflected in the annual evaluation. Annual evaluations will be reviewed with the deputy superintendent and/or superintendent before being presented to the assistant principal.

6. Observations/Conferences
   To assist in determining the evaluation ratings, evaluators will conduct observations during the year and record them on working copies. Observations are defined as visits to the building, etc.

7. Pre-Observation Contact
   The evaluator will contact the administrator before each formal observation/conference to gain information about the school and school outcome. The contact may be by telephone, in person, or in writing.

8. Post-observation Conference
   A conference may follow the observation. If a conference occurs, it should be conducted following the observation as soon as possible. The administrator and evaluator will each have copies of all written evaluations.

9. Working Copies
   Working copies do not become part of any employee's personnel file, but are to be used as a reference when completing the final evaluation form. Input received from others must be presented to the administrator at or prior to the final oral conference.

10. Final Evaluation
    The administrator, the evaluator and the personnel office will each have a copy of the final evaluation. Before submitting the evaluations to the school board, all signatures and evaluatee comments, if desired, must be on the evaluation form. The evaluatee's signature indicates completion of an evaluation, not necessarily agreement.

Section K. Professional Dress

The Board of Education encourages appropriate dress that adheres to commonly accepted standards of grooming and dress for all district employees. Appropriate professional dress demonstrates a high regard for education and the teaching profession, and will present an image consistent with job responsibilities and community values and expectations. Appropriate professional dress reflects a shared vision of the district's staff as motivated professionals working toward a common mission. In addition, it strengthens the community's perception toward the district, public schools and the teaching profession.

Since district staff serves as role models, teacher standards of attire should be well beyond what is expected of our students. Professional appearance of staff members includes dress, accessories, body adornments and grooming. Clothing, shoes and accessories are clean, in good repair and promote a working and learning environment that is free from unnecessary disruption.

Professional dress is appropriate during the workday and anytime employees attend work-related activities. Attire should be appropriate for the educational activity to be engaged in that day and should also be appropriate for the role of the teacher or staff member in each activity (ex: PE teachers wearing athletic apparel). Clothing should convey a professional image by being coordinated, modest and appropriate for a classroom or educational setting.

Professional Dress Guidelines (Minimum):

Men

- Collared shirts. Ties are preferred. Suits and jackets are optional.
- Dress slacks
- Dress shoes or casual shoes, such as leather, suede or loafer styles. Dress boots are acceptable.
- Business casual attire is acceptable on Fridays and to supervise evening events.
- ID badge

Women

- Suits, dresses, skirts, or slacks and dress tops (no t-shirts).
- Capri, cropped pants or dress shorts when worn as part of a suit or coordinated outfit.
- Dress shoes, casual shoes, dress boots or dress sandals (no flip-flops).
- Business casual attire is acceptable on Fridays and to supervise evening events.
- ID badge

ARTICLE IV
LEAVE PROVISIONS

Section A. Definition of Leave

~~Leave~~ Paid Time Off (PTO) is a time when any administrator covered by this contract is absent from duty for personal reasons or illness or as otherwise authorized.

~~1. Personal Leave~~

~~The superintendent's leadership team and principals will begin each contract year with three (3) days of personal leave. All other administrators will begin the school year with two (2) days of personal leave.~~

It is not necessary for the administrator to state the reason for taking ~~personal leave days~~PTO, unless the leave may qualify for Family and Medical Leave (FMLA).

~~All unused personal leave days at the end of the contract year will be converted to an equal number of emergency leave days.~~

~~2. Emergency Leave~~

~~The Board of Education recognizes that absences by the administrator at various times throughout the year are unavoidable; however, any absence of the administrator from the building has a detrimental effect. Additionally, the board recognizes that these absences may be of an emergency nature over which the administrator has little or no control. Therefore, the Board of Education has established leave provisions which will aid in preventing undue hardship to the employee during the period of such emergencies. Any absence not provided for herein, or otherwise approved, or any abuse of the provisions of this leave policy may be grounds for disciplinary action, including termination or non-renewal of the employee's contract.~~

~~In such event as an employee's absence from work is due to injury sustained in the course of employment, and for which the employee received Worker's Compensation benefits, then the employee shall receive an additional sum from accumulated sick leave as shall cause the total benefits received by such employee to equal the average daily contract rate for each day absent from work.~~

Section B. Number of Days for Current Year:

All administrators on regular contracts will begin the school year with the following number of PTO days:

Leadership Team – 15
Principals – 13
All other administrators – 14

~~11 or 12 days of emergency leave (11 days for 205 day contract and 12 days for 215 day or more contract).~~ Days will be prorated for late starts and early resignations.

Section C. Accumulation of Unused Days:

Administrators new to the district may transfer up to 10 days of ~~emergency leave~~ PTO from their previous district. The ~~emergency leave~~PTO must be verified in writing by the district from which the leave is being transferred.

Unused ~~emergency leave days~~PTO may accumulate from year to year to a maximum of ~~85~~60 days. ~~or 90 days (85 days for a 205 day contract and 90 days for a 215 day or more contract).~~

All administrators who have more than ~~50~~60 days of unused ~~emergency leave~~PTO as of June 30 of the current year, and who have a contract for the coming year, or who are retiring under KPERS, ~~may elect to forfeit up to 15 days of the unused emergency leave days in excess of 50 in exchange for $143.00~~ will be compensated at $125 per day, up to 15 days, ~~forfeited~~ in their September paycheck.

~~The administrator must notify the Business Office in writing, stating the number of days for which reimbursement is requested, on or before May 15 of the current year, and will be compensated in his/her September paycheck.~~

~~All unused leave days will be converted to an equal number of emergency leave days at end of the year.~~

~~Usage of Accumulated Leave Days~~
~~Accumulated leave days may be used for personal illness of the administrator or the administrator's immediate family (see definition of immediate family below).~~

Salary Docking, Leave Related Issues
During the contract period, an administrator will not be docked until all leave days that are to be earned during the current year, plus those previously accumulated, are used. If it becomes necessary for an administrator to resign because of an extended illness, the administrator must reimburse the district for any leave days that were taken but not earned because of his/her abbreviated period of employment. Leave shall not be accumulated during any period of absence of 20 consecutive days for which an administrator is not receiving compensation. Leave shall be taken in increments of ½ day minimum.

~~When leave is taken for circumstances other than those authorized in this article, the leave shall be classified as "unauthorized" and will result in full salary deduction for the days absent.~~

Application for Leave

Application for leave must be submitted to the superintendent at least three (3) days in advance on forms provided by USD 457, which are available in the respective buildings. In the event of emergency situations, the minimum of three (3) days advance request may be waived by the superintendent or designee.

~~Immediate Family Defined~~

~~Immediate family shall include spouse, children (and the spouse of children), mother, father, brother, sister (and the spouse of the brother or sister), grandparents, grandchildren, or other relatives whose residence is in the home of the employee.~~

Section D. Administrative Leave Bank

Purpose:

1. An illness and disability bank shall be established to assist administrators who, as a result of catastrophic or extended illness or injury have exhausted the administrator's accumulated ~~emergency leave~~ PTO, by providing those administrators eligible with additional ~~emergency~~ leave days from the bank.

2. An administrator, due to the birth of a child or adoption of a child under the age of 6, may apply to use up to 5 days of leave from the Bank. The administrator does not need to have exhausted all of their accumulated ~~emergency leave~~ PTO prior to application.

The Bank: At the beginning of each school year, the Board of Education will provide a total of 35 days to the bank to be used as set forth herein. Administrators may also donate leave to The Bank. At least one day per employee must be donated by ~~Oct.~~September 1 in order to have access to use The Bank during that school year. The total number of days donated by administrators will be added to the 35 provided by the Board and will be split in half, or as near as possible, per semester.~~The maximum number of days per year that can be used by administrators will be determined by the number of donated days plus the total provided by the Board of Education.~~

Eligibility for Participation for Parental Leave: In order to be eligible to participate in withdrawals from The Bank, an administrator must meet all of the following criteria.

1. Must have donated at least one day of their own leave during the designated donation period.
2. Apply prior to the birth of a child, or adoption of a child under the age of 6, or within 20 duty days following the date of the birth or adoption.~~.~~
3. Must submit an application for use of bank days to the ~~Chief HR Officer~~ Deputy Superintendent or their designee on forms provided by district and must submit all additional information requested.
4. No consideration shall be given to whether or not the administrator is receiving salary protection under the group salary protection insurance that is available to District employees.
5. No consideration shall be given for seniority.
6. Bank days credited may not exceed 5 days for any one application.

Eligibility for Participation for Illness or Disability: In order to be eligible to participate in withdrawals from the bank, an administrator must meet all of the following criteria:

1. The administrator must have donated at least one day of their own leave during the designated donation period.
2. The administrator must have exhausted all of their accumulated paid time off. ~~For participation in the bank, the employee must have used all emergency leave days, including sick leave, personal leave days, and vacation days, where applicable. In the event an administrator has unused personal leave days, those days will be applied as sick leave days until all such days have been used.~~
3. The illness or injury suffered by the administrator or administrator's spouse or child must be of such a nature that prevents the administrator from fulfilling his/her duties for a period of at least 5 ~~consecutive school~~ duty days after all ~~emergency~~ leave days have been used. Exceptions may occur and will be given due consideration to the individual circumstance.

4. The administrator must submit an application for use of bank days to the ~~Chief HR Officer~~ Deputy Superintendent or their designee on forms provided by the district and must submit all additional information as requested ~~by the committee~~.
5. Bank days credited may not exceed twenty (20) days for any one application. In the event the administrator's disability extends beyond the number of bank days credited, the administrator may reapply for additional days; provided, however that no one applicant may receive more than 50 days during any school year.

Procedure: The eligible administrator, as determined by the above criteria must file an application for use of bank days on forms provided by the ~~Chief HR Officer~~ district. The application should be filed as soon as all of the above criteria have been met, or in advance thereof, if medical evidence is available indicating a reasonable expectation that all criteria will be met.

The ~~Chief HR Officer (or their designee)~~ Deputy Superintendent or their designee will render a decision or seek additional information within 5 business days of the receipt of any such application. The decision will be delivered in writing, and if the application is denied, a specific criterion/a will be cited for the decision.

The administrator receiving bank days shall be paid 100% of his or her daily rate of pay per day.

Unused Balance: All unused days at the end of the year will be converted to its equal monetary value (average daily rate of certified employee participants) and applied to the following year's health fund to help offset potential insurance premium increases.

Section E. Extended Leaves

Administrators are entitled, subject to approval of the board, to extended leaves for study, health, illness of spouse, child or parent, maternity, paternity, adoption or military service. Such extended leaves shall normally be for one semester or one school year. An extended leave may be lengthened to include a second year under the same provisions which applied to the first year of extended leave. No extended leave shall be considered a termination of employment.

An administrator shall:

a. be subject upon his/her return from extended leave to the salary schedule of the current school year;
b. retain accumulated leave days, but additional leave days shall not accumulate during the term of extended leave;
c. be permitted to retain membership, during extended leave, in the board health insurance group for the period of time allowable by the insurance company. However, arrangements for payment of premiums must be made in advance with the Business Office and the board shall make no contribution;
d. prior to resuming duties on return from an extended leave for maternity or health, present to the Personnel Office a statement from a physician that the administrator is physically able to resume normal duties required of his/her assignment. If requested by the Personnel Office, confirmation of the physician's statement by another physician selected by the board may be required at the expense of the board. Maternity, as used herein, includes pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery therefrom.

The superintendent may authorize, subject to the approval of the board, an extended leave for any other purpose not expressly identified above.

Section F. Jury Duty Leave

Full-time administrators shall receive their regular pay while serving jury duty. The employee shall reimburse USD 457 all money received for jury duty except the amount allowed for meals and mileage.

Section G. Leave for Legal Matters

Employees may use personal leave for legal matters. In the absence of personal leave, the superintendent, or his authorized representative, may grant legal leave, without pay, to attend to the following legal matters:

1. Subpoena (*see below)
2. Personal lawsuits
3. Tax issues
4. Divorce actions
5. Other legal matters which the employee cannot reasonably do other than during the working day

*When an administrator is served a court subpoena not related to his/her administrative duties and he/she has no personal leave days available, said member may apply to the superintendent, or his designated representative, for the use of accumulated leave days for this purpose.

Section H. Bereavement Leave

Employees are permitted to use ~~emergency leave~~ PTO to attend funerals for members of the administrator's immediate family, or the immediate family of the administrator's spouse. For purposes of this leave agreement, immediate family will include: spouse, children, mother, father, brother, sister (and the spouse of the brother or sister), grandparents, grandchildren or other relatives whose residence is in the home of the employee.

Up to five ~~emergency leave~~ PTO days may be granted to an administrator to attend the funeral of a member of the administrator's immediate family as defined above. The number of days to be granted shall be determined by the Superintendent of Schools or the designated representative, taking into consideration the circumstances involved.

Section I. Other Leave Provisions

Absences from duty other than the above will require the prior approval of the superintendent or designee. Such release time will be in the nature of meetings, such as in-service training sessions and activity program sponsorship. In such cases release time will be granted without loss of leave time and there will be no deduction of salary.

Section J. Educational Leave

All requests for educational leave must be approved in advance by the Superintendent. Requests for educational leave will be considered for the completion of district administrative certification or completion of a doctorate program in school administration.

Educational leave will be considered in two categories:

Compensatory time

Accumulation of comp time must be approved by the superintendent in advance. Comp time must be accumulated and used in not less than one-half day increments. Comp time will be recorded on a log sheet approved by the superintendent. When using comp time, the administrator will complete a professional leave form and notate that the leave is for educational purposes and a copy of the approved log of comp time will be attached.

Research projects related to district interests

Research projects related to district interests must be approved in advance by the superintendent. The superintendent will determine the amount of time approved for work on each respective project. When using approved research time, a professional leave form should be completed as above.

ARTICLE V
MISCELLANEOUS ITEMS

Section A. Administrative Travel

It is recognized that administrators and principals may have the need for daily in or out of district travel to include such things as building visits, meetings at the ESC or other district buildings, various activities, or possible transportation of students.

All administrators will be compensated at ~~$100~~$200 per month actively working on contract. In lieu of administrative travel compensation, ~~the Superintendent~~some administrators shall receive a motor vehicle allowance as specified in their employment contract.

~~In addition to the monthly allowance, the principals at Jennie Barker and Plymell Elementary Schools shall receive a mileage allowance for employees who work at rural attendance centers.~~

Administrators wishing to attend professional meetings at their own expense may be allowed the necessary time to do so without salary deduction. Such requests are to have the prior approval of the superintendent.

Section B: Professional Conferences/Professional Fees

Conference attendance is of direct benefit to the district; therefore, administrators may select for attendance a national conference every year and a state conference every year. Principals new to the district may not attend a national conference in their first year of employment unless approved in advance by the superintendent.

Any proposed national conference attendance for the year shall be filed with the superintendent by November 1st, or at least two months in advance of the meetings, which ever date comes first, complete with details of the conference program, if known, as well as location of the conference and cost estimates, including registration, lodging, meals and travel. The conference should be tied to the administrator's goals or school improvement plan.

Conference attendance shall not remove from any intermediate, middle school or high school all principals on the same date. Conference attendance shall not take from the district more than five elementary school principals at the same time (any exceptions must be approved by the superintendent). All administrators of USD 457 are representing Garden City Public Schools while out of town on professional leave and should conduct themselves accordingly.

Leadership Team members may be reimbursed up to $500 per year for Civic Organization fees.

Section C: Moving Expense

Up to $3,000 will be paid for actual moving expenses for any person hired as deputy superintendent and up to $2,000 will be paid for actual moving expenses for any person hired as a director or principal. The administrator must move within one year of his/her first day of work in order to receive reimbursement for moving expenses.

Section D: Professional Staff Schedules

Principals - Work Days
The number of workdays for the school calendar year will be as follows:

Elementary Principals and Admin Interns	205 workdays
Intermediate Principals and Admin Interns	215 workdays
Middle School, High School Associate Principals, and Admin Interns	215 workdays

Middle School and Alternate School Principals	220 workdays
Senior High School Principal	260 workdays
Senior High Activities Director	260 workdays

Principals - Duty Year
The duty year for principals will begin approximately August 1. Please consult your employment contract for beginning and ending duty dates.

Sometimes it is necessary to interview prospective staff during the summer when a principal is on vacation and not under contract.

Principals - Hours
All "work days" for administrative staff are a minimum of 8 hours per day. There will be times when all administrators are expected to work outside their normal 8-hour day.

Compensatory time can only be used for educational leave. There may be rare occasions when compensatory time may be requested due to unusual circumstances above and beyond the normal duties of the administrator. In these situations, compensatory time must be approved by the superintendent.

As much as possible, all district offices should be staffed by an administrator between the hours of 8:00 a.m. and 5:00 p.m. School buildings should be staffed with a principal at least 30 minutes before the start of the school day and 40 minutes after the end of the school day. All administrators should take a reasonable lunch break every day.

Section E: In-Service Attendance

Principals are to attend and participate in all in-district in-services involving their entire teaching staff.

Section F: Educational Attainment and Experience

Masters +15	$ 450
Masters +30	$ 900
Masters +45	$1,350
Masters +60	$1,800
Masters +75	$2,250
District Leadership License	$2,500
Ed.S/Doctoral Candidate*	$2,700
Ed.D or Ph.D* (approved Doctorate)	$3,150

*The degree shall be subject to the approval of the Superintendent. Courses to be considered for educational attainment must be approved by the Supervisor, the Professional Growth Committee, and Superintendent. An Ed.S/Doctoral candidate shall be defined as one who has completed everything but their thesis or dissertation. The candidate may only be a doctoral candidate for a maximum of 2 years.

**Every two years of approved experience as a building administrator will equal one year of central office administrative experience.

Approved experience will be awarded ~~at a rate of 1% per year of relevant experience~~ on top of the listed Base Rates. A maximum of 10 years of non-district experience may be granted.

~~Section G: Administrative Supplementals~~

~~Bilingual Language Proficiency – Refer to Supplemental Salary Schedule in Negotiated Agreement~~

ARTICLE VI
CONTRACT SALARY INFORMATION

	FY26 BASE		DAILY
Coordinator - HR, Public Information, Plant Facilities	$ 75,000.00	260	$ 288.46
Coordinator - Curriculum & Assessment, Employee Services, Health Services, Supplemental Programs, Technology	$ 85,000.00	260	$ 326.92
Coordinator - 220 Day	$ 72,000.00	220	$ 327.27
Elementary Admin Intern	$ 68,000.00	205	$ 331.71
Intermediate/Middle School Admin Intern	$ 76,000.00	215	$ 353.49
High School Admin Intern	$ 80,000.00	215	$ 372.09
Middle School Associate Principal	$ 84,000.00	215	$ 390.70
Director - Curriculum & Instruction, Nutrition, Plant Facilities, Special Education, Technology, Transportation	$ 102,500.00	260	$ 394.23
Elementary Principal	$ 89,500.00	205	$ 436.59
Intermediate Principal	$ 94,000.00	215	$ 437.21
High School Associate Principal	$ 94,500.00	215	$ 439.53
High School Athletic Director	$ 114,500.00	260	$ 440.38
Achieve Principal	$ 97,000.00	220	$ 440.91
Middle School Principal	$ 98,000.00	220	$ 445.45
High School Lead Associate Principal	$ 98,500.00	215	$ 458.14
High School Principal	$ 120,500.00	260	$ 463.46
CFO/Assistant/Deputy Superintendent	$ 134,000.00	260	$ 515.38

25-26 FULL TIME

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Updates to Classified Handbook FY26

redlined page #	new page #	change
		updated administrator titles to reflect staffing changes
		clarified multiple instances of "contract" time, "duty" days, etc.
7	7	clarified transfer requests while on probation
9	9	updated retirement compensation amounts and changed emerngency leave to PTO
10 to 12	10 to 11	increased base wages by $0.10 per job grade added job grade 11M Para III changed job grades for ASP Facilitator, Accompanist, Maintenance Manager, and Warehouse Assistant added Teacher Apprentice and Cyber Security Manager (positions approved by BOE) removed ASP Supervisor, Data Information Specialist, Wellness Specialist, and Licensed Carpenter (positions closed by BOE)
13	12	specified district office hours added clarification on use of district time clock
14	13	added clarification on rest periods
15 to 19	13 to 16	updated Article VI. Leaves (see attached)
19 to 20	16 to 17	updated Illness and Disability Bank language to refelct similar proposed changes to the Negotiated Agreement
20	17	updated list of benefits offered
21		updated BOE contribution to fringe benefit
25	21	updated language for exit checklist
27 to 28	23	removed Article X. Griecance Procedure, referenced BOE Policy GAE Classified
30	25	added clarification on Employee Probations
31 to 32	25 to 26	updated emergnecy closing procedures and changed Snow Days to Inclement
36	26 to 27	updated Article XIII. Professional Dress to reflect proposed changes to the Negotiated Agreement
37	27	removed Mileage to Rural Attendance Centers

What's New for Classified Leave?

Personal and Emergency Leave are now **"Paid Time Off"**

All classified staff (full-time and part-time) will receive **one PTO** day at the end of each month actively working plus **an additional day** at the end of September and February.

PTO days can be accumulated as follows:

Number of Months Worked	Total Days Granted Per Year	Total Accumulation
Full-time Employee (261 days)	14	60
Part-Time Employee		
Months in work year:		
11	13	60
10	12	60
9	11	60
Crossing Guards	10	0
Temporary, Student Employee, Substitute	0	0

All accrued emergency/sick leave days will become **PTO** days. Classified staff with unused **PTO** days over 60 days as of June 30, 2025, will receive $75/day, up to 15 days, in their September 2025 paycheck.*

For example – You have 68 emergency/sick leave days. You will start next year with 60 PTO days and you'll get a payout for the other 8 days in your September check. (8 days x $75/day = $600)

If you have 78 days, you will start next year with 63 PTO days and get a payout for 15 days (max payout) in September. (15 days x $75/day = $1,125)

*must return for 2025-2026

Vacation Leave

There will be no change to **Vacation Leave** granted to full time (260 day) employees. If an employee resigns, they may receive salary in lieu of the vacation leave calculated at their current base daily rate.

No more than 25 days of vacation leave may be accrued from the end of the work year on June 30 to the beginning of the next work year on July 1.

GARDEN CITY
PUBLIC SCHOOLS

USD 457
GARDEN CITY
PUBLIC SCHOOLS

Classified Personnel Handbook

2025-2026

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PURPOSE

The Board of Education of USD 457 believes that classified staff positions are essential to the educational process of the children of Unified School District 457. These positions are provided in order that proper support services are available to the teachers and administrators of the school district.

The purpose of this handbook is to serve as an informational guide as to the salary and benefits provided and procedures set forth for all classified employees of Unified School District 457.

This handbook supersedes any procedures established by any departments or buildings. It does not, however, replace any adopted Board of Education policy or regulation.

The superintendent under special circumstances may authorize exceptions to procedures listed in this handbook. Any exceptions will be documented in writing.

ARTICLE I. DEFINITIONS

A. The term "classified employee" as used in this handbook, means any person, including both full-time and part-time (excluding substitutes), employed by the Board of Education of USD 457 in a position which does not require a certificate issued by the State Board of Education, who is not employed in a professional or instructional capacity by the Board of Education or who is not an administrative employee.

   The classified employees include the following general types:

   1. Administrative Support Staff
   2. Business Support Staff
   3. Technology Support Staff
   4. Instructional Support Staff
   5. Maintenance & Operations Staff
   6. Nutritional Services Staff
   7. Transportation Services Staff

B. The term "Board", as used in this handbook shall mean the Board of Education of USD 457 in the City of Garden City, County of Finney and State of Kansas.

C. The term "School District" and "USD 457", as used in this handbook shall mean USD 457 in the City of Garden City, County of Finney and State of Kansas.

D. The term "Full-Time Employee" is one whose job description calls for a full year of work at eight hours per day for five days per week for fifty-two weeks per year (261 days).

E. The term "Part-Time Employee" is one whose job description calls for a specified number of work days per year for a certain number of hours per day.

F. The term "Temporary Employee" is one who works irregular hours and who may or may not work consecutive days of the week or consecutive weeks throughout the school year.

G. The term "Student Employee" is defined as a person who is regularly enrolled in a school under the governance of USD 457.

H. The term "Special Education Student Employee" is defined as a person who is regularly enrolled in a school under the governance of USD 457 and is working under the direction of a current IEP.

I. The term "Probationary Employee" is one who is either in the first 60 period of employment or who has been placed on probation because of unsatisfactory performance.

J. The term "Supervisor" is the administrator who is placed in charge of a classified employee. The supervisor may be the superintendent, deputy superintendent, assistant superintendent, financial officer, director, coordinator or principal.

K. The term "Director" is the administrator who is placed in charge of a department of classified services. The director is responsible for providing the necessary services in the most efficient and economical means possible.

ARTICLE II. GENERAL PROVISIONS

Section A. School Board Organization, Powers and Rights

The schools of USD 457 are governed by an elected Board of Education with seven members elected at large by the voters of the district. The Board selects a president and vice-president from their membership yearly. A clerk, treasurer and attorney are appointed by the board on an annual basis. The board functions according to the powers delegated from the State of Kansas, and actually is a subdivision of the State government.

It is understood and agreed that the Board retains those powers expressly granted to it by statute, including those necessarily implied and that the statutes are to be strictly construed, including the right to make unilateral changes as specifically limited only by any provision contained within this handbook.

The only limitation on any right of the Board shall be by law or by the express limitation by specific provision contained with this handbook.

Section B. Employee Meet and Confer Committee

The administrative staff of USD 457, along with a Board representative, meet with the Meet and Confer Committee for the purpose of receiving suggestions or concerns relating to salary, fringe benefits or conditions of employment. Employees wishing to submit an item for consideration should contact one of their representatives on the Meet and Confer Committee.

Members of the administrative staff include the ~~Assistant~~ Deputy Superintendent, Chief Financial Officer and the Employee Services Coordinator.

Members of the Meet and Confer Committee include three representatives of each of the following groups of employees:

Administrative Support Staff, Business Support Staff and Tech. Support Staff
Instructional Support Staff
Maintenance & Operations Staff
Nutritional Services Staff
Transportation Services Staff

Representatives are selected by the members of their particular classification and will serve 2 year terms. Employees are encouraged to participate and become actively involved through their representative in the meet and confer process.

All Meet and Confer meeting times, dates and locations must be scheduled through the Employee Services Coordinator. All meetings scheduled without the administrative staff must be held ~~off contracted time~~ outside regular duty hours.

The ~~Assistant~~Deputy Superintendent is responsible for designating someone to record and distribute the minutes of the meetings to each employee group, all administrators and the Board.

Section C. Channels of Communication

Employees are responsible to their supervisor and shall direct all problems, criticisms and suggestions through the supervisor. In the event the supervisor is not available, employees shall contact the HR Coordinator.

ARTICLE III. INITIAL EMPLOYMENT AND TRANSFER REQUESTS

All applicants will be given consideration for employment in compliance with the EEO (Equal Employment Opportunity) Policy of USD 457. The Board will employ only the most competent person available for each position.

The Board reserves the right to assign, reassign or transfer all classified positions. Any employee may be transferred at any time to a new location or position at the convenience of the School District.

Section A. Initial Employment Probation

Note: If an employee resigns and returns to a similar job in USD 457 within six months, the employee will be reinstated with the same salary and benefits as if they had not left the district. The following rules do not apply.

1. Probationary Status

   A classified employee new to USD 457, or a former employee who returns to USD 457, shall be engaged on a probationary basis for a period of 60 calendar days, excluding non-contract days in the summer for part-time employees. During the probationary period, the employee may be released from their position at any time upon recommendation of both the supervisor and department director and without benefit of review. The employee will be evaluated at the end of the probationary period by the Supervisor. The employee should be informed of the contents of the Supervisor's evaluation. The Deputy Superintendent~~Chief HR Officer~~ or ~~his~~ their designee will notify the employee's Supervisor of the end of the probationary period.

2. Leaves

   A classified employee new to USD 457 or a former employee who returns to USD 457, will accumulate leave time earned; however, the leave time shall not be available for use until after the employee has successfully completed 30 days. Any days taken for sickness during the first 30 days or for personal leave during the 60 day probationary period will be not be compensated.

3. Rate of Pay

   A classified employee new to USD 457 or a former employee who returns to USD 457 may, at the supervisor's discretion, begin the probationary period at the base rate established for their particular position. Once the 60-day probationary period is completed, the supervisor may submit a written request to award longevity for equivalent experience, up to a maximum of 10 years of outside experience, in a similar work position, to the Employee Services Coordinator for approval. This request must be submitted to the Employee Services Coordinator within 30 calendar days of the end of the probationary period. Supervisors may also submit a written request to award longevity for equivalent experience to be granted upon hire.

   All requests for longevity that are approved by the Employee Services Coordinator will become effective on the first workday of the following month.

   After the 30 day deadline from the end of the probationary period, Supervisors may only submit requests for granting previous experience in May or June each year to be effective for the following school year.

4. Request for Transfer

   Any classified employee of USD 457 desiring to be considered for a vacancy should complete a Request for Transfer online through the district intranet within 3 business days. Any request after the 3-day timeline will require the receiving supervisors' approval for consideration and a paper transfer form must be completed. An interview is not guaranteed if denied by the supervisor of the open position. Those who move to a new position will do so under the current salary schedule regardless of how long they have been a district employee. Employees who are under probation are not eligible to request transfer without HR approval. Once a transfer has been approved, an employee must remain in that position for 60 days before being eligible to request another transfer.

   The Supervisor of the open position will complete the information online, approving or denying the request for transfer. Final decisions of transfers will be communicated to employees by the HR Coordinator.

5. Para Assessment

   Employees hired in positions requiring the para assessment must complete and pass that test within the first 30 days of employment. Failure to do so, may result in termination.

ARTICLE IV. SALARIES AND WAGES

Section A. Salary Guide

1. On July 1 of each year, any salary increases approved by the Board will be made. Years of experience will be granted to eligible employees in the school district.

2. Employees who have a hire date of employment between January 1 and June 30 of the current year will not be eligible for a year of experience being granted. The effective date of employment is the first date a person begins to work for the school district in a full-time or part-time position.

Section B. Consideration For Reclassification and Salary Adjustment

A request for a position re-classification or salary adjustment for years of experience may be made by an employee's Supervisor and will be accepted only on an annual basis. Any request shall be in writing and shall be submitted to the Employee Services Coordinator by the employee's supervisor on behalf of the employee making the request. The request should be submitted no later than April 1 in order to receive serious consideration. The request should state in complete detail the conditions and/or circumstances in which the supervisor has based their judgment in requesting consideration of the request. The HR Coordinator, Employee Services Coordinator, and Chief Financial Officer will consider all requests and notify supervisors of the determination.

Approved requests will be effective the first of the following fiscal year.

Section C. Additional Compensation

Unless specified, all additional compensation will be effective on the 1st of the month following approval.

Bilingual Language Proficiency - *for all full-time and part-time classified employees except substitute employees*

The District will pay an additional $0.25 per hour to those employees who are orally proficient in another language in addition to English. The Supplemental Office will test the employee and determine whether they are proficient in both languages. The testing will be done at least twice a year and all classified employees will be notified in advance of the testing times. All employees who are able to interpret will be expected to do so upon request, whether or not they are receiving the additional pay for bilingual proficiency.

Employees that are receiving the bilingual pay will also be entitled to receive an additional $2/hr on top of their normal hourly rate to translate scheduled meetings including but not limited to IEP meetings, parent/teacher conferences, and long term hearings.

College Credit – *for all classified full-time and part-time employees except substitutes and licensed plant facilities positions.*

Employees are eligible to receive additional compensation for college hours and must be approved by the Employee Services Coordinator

Completion of an Associate's Degree or higher $0.50 per hour
OR
Completion of a Bachelor's degree in a **job-related field** $1.00 per hour

To qualify for additional pay for college hour credit, an official transcript must be submitted to the Personnel Office. Once an official transcript is approved, the pay rate will be effective the 1st of the following month.

Proficiency Rating – *for Hearing Impaired Paraprofessionals*

A paraprofessional for the Hearing Impaired will be regarded as an interpreter. They will start at Level 1 for a minimum of three weeks. During the three-week period, the teacher of the Hearing Impaired and the District Administration will evaluate the interpreter's skills and assign a "Proficiency Rating" that translates to a level in the following table. If the proficiency rating moves the interpreter to a higher level the increase in salary shall be effective on the evaluation date.

Level 1 Para-Interpreter (0-16 pts)
Base salary per hour for paraprofessional.

Level 2 Interpreter (17-26 pts)
Base salary plus $2.00 per hour. Criteria: The interpreter would be competent to interpret in lower level elementary classrooms at an acceptable rate.

Level 3 Interpreter (27-33 pts)
Base salary plus $3.00 per hour. Criteria: The interpreter would be competent in upper elementary or intermediate level classrooms at an acceptable rate.

Level 4 Interpreter (34+ pts)
Base salary plus $4.00 per hour. Criteria: The interpreter would be competent to interpret in advanced high school courses at an acceptable rate.

An interpreter will receive one rating in the spring of each year and level changes will be reflected the following school year. The rating team will consist of the HI teacher, classroom teachers, administrators and the interpreter. Information from consultant observations will be considered in the rating matrix.

Interpreters who take the EIPA will be reimbursed for a score of 3 or above. After an employee has been reimbursed for a score of 3 or above, all subsequent reimbursements will require a higher score than was previously achieved. In

addition, the District will assist with the expense of this test by providing a car to travel to the testing site and a hotel room for one night. If necessary, due to time and location of the test, professional leave will be approved by the district.

Interpreters who are certified by Kansas state accepted testing which will allow the certificate holder to become eligible for full categorical aid reimbursement will receive a salary based on their assigned "Proficiency Rating" at the following rate. The new salary will become effective as of the issue date on the certificate through the effective date of the certificate.

KSDE Certificate Level 4
Base salary plus $6.20 per hour.

KSDE Certificate Level 5
Base salary plus $8.00 per hour.

Longevity Payments - *for all full-time and part-time classified employees except substitute employees and crossing guards*

A payment based on completed years of service with the district as of August 31 of the current year, will be paid in December, to those employees actively employed as of the payment date. The following amounts will be adjusted based on FTE (full-time equivalent) in both current and previous years of service.

Years of Service	Amount
0 – 4 years	$ -
5 – 9 years	$ 250
10 – 14 years	$ 350
15 – 19 years	$ 600
20+ years	$ 1,000

Section D. Retirement Compensation

Upon retirement from employment through KPERS, a classified employee who has completed 20 years or more of employment in USD 457 shall receive an additional payment equal to one-twelfth of their annual salary.

An employee with 20 or more ~~unused emergency leave~~ accrued PTO days ~~when they~~ upon retirement through KPERS, will receive ~~additional pay~~ compensation equal to $~~34~~60 for each unused ~~emergency leave~~ day; provided, however, that to be eligible for such payment the employee gives written notice to the Personnel Office 8 weeks prior to his/her intended retirement date. ~~up to 50 total days. Up to 15 days in excess of 50 will be paid at 75% of the emergency substitute rate.~~

In the event an employee has one or more days of earned vacation leave when they retire through KPERS, they will receive additional compensation equal to their daily rate times the number of earned days available.

Section E. Holiday Pay

District paid holidays designated on an employee's calendar will only be paid if the employee works or uses paid leave for their regularly scheduled hours on the scheduled duty day prior to and following the scheduled holiday.

Section F. Base Hourly Rate

Job Grades	Min
10	$12.70~~12.60~~
10M	$13.20~~13.10~~
11	$13.55~~13.45~~
11M	$13.80
12	$14.50~~14.40~~
13	$15.55~~15.45~~
14	$16.70~~16.60~~
14T	$16.98~~16.88~~
15	$17.85~~17.75~~
15M	$18.56~~18.46~~
15T	$18.15~~18.05~~
30	$20.46~~20.36~~
31	$23.23~~23.13~~
32	$26.39~~26.29~~
33	$29.97~~29.87~~
34	$34.04~~33.94~~

Position	Job Grade
CLERICAL	
ADMINISTRATIVE SPECIALIST 1	13
ADMINISTRATIVE SPECIALIST 2	14
ASP FACILITATOR	15~~14~~
~~ASP SUPERVISOR~~	~~13~~
BENEFITS SPECIALIST	31
BOARD CLERK	15
~~DATA INFORMATION SPECIALIST~~	~~30~~
DEPUTY CLERK	13
OFFICE ASSISTANT 1	11
OFFICE ASSISTANT 2	12
PERSONNEL SPECIALIST	31
PSYCHOLOGY SPECIALIST	14
SUBSTITUTE SPECIALIST	13
TRANSLATOR	13
NUTRITION	
NUTRITION 1	10
NUTRITION 2	11
NUTRITION 3	12
NUTRITION 4	13
NUTRITION DELIVERY	11
NUTRITION WAREHOUSE SUPERVISOR	15

Position	Job Grade
PARAPROFESSIONAL/OTHER	
ACCOMPANIST	14
CAMPUS MONITOR	15
CROSSING GUARD	10
PARAPROFESSIONAL 1	10
PARAPROFESSIONAL 2	10M
PARAPROFESSIONAL 3	11M
TEACHER APPRENTICE	13
PARENT EDUCATOR	13
YOUTH OFFICER	15
TECHNOLOGY	
TECHNOLOGY 1	12
TECHNOLOGY 2	13
TECHNOLOGY 3	15
TECHNOLOGY 4	31
TECHNOLOGY MANAGER	34
CYBER SECURITY MANAGER	34
TRANSPORTATION	
DRIVER TRAINER	14
MECHANIC	14T
MECHANIC MANAGER	32
BUS DRIVER	15T

~~WELLNESS SPECIALIST 14~~

Position	Job Grade
PLANT FACILITIES	
CUSTODIAN 1	11
CUSTODIAN 2	12
CUSTODIAN 3	13
ELECTRICAL JOURNEYMAN	33
GROUNDS 1	12
GROUNDS 2	13
GROUNDS SUPERVISOR	15
HVAC SPECIALIST	14
HVAC JOURNEYMAN	33
PLUMBING SPECIALIST	30
MAINTENANCE 1	13
MAINTENANCE 2	14
MAINTENANCE MANAGER	30
WAREHOUSE ASSISTANT	12
WAREHOUSE DELIVER	11
WAREHOUSE SUPERVISOR	15

Position	Rate
MISCELLANEOUS RATES	
Substitute Nutrition	$12.00
Substitute Paraprofessional	$12.00
Substitute Custodian	$13.00
Substitute Secretary	$13.00
Substitute Bus Driver	$18.05
Plant Facilities Training Rate	$15.00
Transportation Layover Rate	$15.00
Small Fleet Driver	$15.00
Activity/Wheelchair Driving Rate	$1.00 over employee rate

ARTICLE V. HOURS AND AMOUNTS OF WORK

Section A. Work Day

The regular work day is generally defined as an eight-hour work day with the starting and quitting time to be determined by the employee's supervisor. Employees in district offices will generally work 8:00am-5:00pm. Part-time employees may work less than an eight-hour day.

Section B. Work Week

The regular work week is generally defined as 40 hours of work (inclusive of ~~sick leave, personal leave~~PTO, professional leave and holiday leave). The work week begins at 12:01 a.m. Saturday and ends at 12:00 midnight on Friday. Part-time employees may work less than a 40-hour week.

Section C. Work Year

A regular work year is defined as the time between July 1 of one year and June 30 of the following year. All employees will have access to a calendar designating the days to be worked during the work year.

In addition to the days designated on the employee's calendar, the employee's supervisor may require the employee to work during Parent Teacher Conferences.

Section D. Time Sheets

All classified employees are required to clock in and out, using the District's automated time clock system or district provided electronic device. Any exceptions must be approved by the employee's supervisor. Time must be electronically submitted to the employee's supervisor on a weekly basis no later than Monday following the work week. All time for the work week is calculated at actual time. Failure to use a district time clock without prior approval may be grounds for disciplinary action, up to termination.

Section E. Overtime Compensation

1. For time worked in excess of 40 hours per week, employees shall be entitled to overtime equal to one and one half times the employee's regular hourly rate. Occasions may occur that require employees to work extra hours during a week that includes a paid holiday. At the discretion of the employee's supervisor, paid holiday hours may be included as actual hours worked for purposes of calculating overtime.
2. Any hours worked in excess of normal working hours, including overtime, must be approved in advance by the employee's supervisor.
3. Exceptions to the above policy must be approved by the Chief Financial Officer.

Section F. Holidays Worked

For district holidays worked, employees required to work shall be entitled to holiday pay at a rate equal to two times the employee's regular hourly rate, which will be paid in lieu of overtime compensation.

Section G. Rest Periods & Travel Time

1. All classified personnel are allowed a rest period if their regular daily schedule calls for more than four hours of continuous work. During rest periods, employees are free to leave their workstations not requiring continuous attendance, but may not leave the building without prior approval from their supervisor.

Daily Hours Worked	Rest Periods	
	A.M.	P.M.
8.0	15 minutes	15 minutes
7.5	15 minutes	10 minutes
7.0	15 minutes	10 minutes
6.5	10 minutes	10 minutes
4.0 to 5.5	10 minutes	
Less than 4.0	None	

2. Rest periods are subject to certain restrictions:

   a. No rest period is to be taken until at least two hours after the shift starting time or within the last hour of the shift ending time, unless approved by the employee's supervisor.
   b. Rest periods are limited to 15 minutes in duration.
   c. Rest periods are not mandatory. If they are not taken, they do not constitute compensatory time.
   ~~c.~~d. Rest periods cannot be accumulated or combined with other rest periods or lunch breaks.

3. For employees working over 6 hours per day, a minimum of 30 minutes unpaid must be taken as a lunch break.

4. For hourly employees, additional compensation will not be provided for travel time during the employee's normally scheduled work day. Additional compensation is only provided while the employee is actually driving outside their normal work schedule.

Section H. Pay Day

Employees are paid on the 15th of each month and are paid for the hours that they worked in the previous calendar month. If the 15th falls on a weekend or Federal holiday, the pay day will be moved to the preceding business day. All employees are required to use direct deposit or a direct pay card. Payroll remittances are available for viewing or printing online through Skyward Employee Access.

ARTICLE VI. LEAVES

Article VI applies to all full-time and part-time classified employees. All other classified employees are not eligible to be granted any type of leave.

Available leave days are granted at the end of each month. In order to be granted any leave days mentioned in this section, the employee must work or use accrued paid time off equal to over half the required time for that month.

All leave requests must be entered online in Skyward Time Off and be approved by the employee's supervisor and the Payroll Department. Leave requests cannot cause an employee to exceed their normal number of work hours for a scheduled day.

Additional leave not covered in this article is discouraged because of the hardship it places on the day-to-day operation of a particular division. In the event an employee does request additional leave, and provided the employee's supervisor approves, the leave may be granted with a full deduction in pay for the days absent from work. All additional leave

should be requested in writing on an Application for Leave form. Excessive absences not covered by accrued leave could be cause for disciplinary action or termination.

All paid time off will be pro-rated for those employees that terminate employment prior to the end of the current fiscal year.

If an employee has accrued time off, they are required to use that time off for related absences unless they have prior authorization from the Employee Services Coordinator to take the leave without pay. This will only be approved for extenuating circumstances.

Section A. ~~Emergency Leave (Sick Leave, including Maternity Leave, Bereavement and Staff Funerals)~~Paid Time Off

The Board recognizes that absences by the employee at various times throughout the year are unavoidable; however, any absence of the employee has a detrimental effect on the operations of the District. The Board has established leave provisions which will aid in preventing undue hardship to the employee during the period of such emergencies. Any absence not provided for herein, or otherwise approved, or any abuse of the provisions of this leave policy may be grounds for disciplinary action, including termination.

~~In the case of emergency leave, there are two types: chargeable and non-chargeable. A chargeable leave is defined as one which will take away or deduct from the total accumulated emergency leave, while a non-chargeable leave is defined as one which will not take away or which will not deduct from the total accumulated emergency leave.~~

Leave Provisions

All full-time and part-time classified employees are granted one ~~emergency~~ PTO day per month worked and an additional day each September and February and may accumulate ~~emergency leave~~PTO on the following basis:

Number of Months Worked	Total Days Granted Per Year	Total Accumulation
Full-time Employee (261 days)	~~12~~14	~~80~~60
Part-Time Employee		
Months in work year:		
11	~~12~~13	~~80~~60
10	~~11~~12	~~80~~60
9	~~10~~11	~~80~~60
Crossing Guards	10	~~10~~0
Temporary, Student Employee, Substitute	0	0

Basic Family and Medical Leave Act (FMLA) Leave Entitlement

USD 457 employees that have worked for at least 12 months and at least 1,250 hours during the 12 month period prior to a qualifying absence will be eligible for FMLA leave. If an employee is eligible they may request up to 12 weeks of unpaid, job protected leave within a 12 month period. In the event both spouses are employees of USD 457, their absences cannot jointly exceed the 12 weeks of FMLA.

In cases where the employee meets all other FMLA eligibility requirements aside from the hours-worked threshold, the district may provide a comparable leave of absence.

~~**Definitions**~~

(1) Emergency Leave/Sick Leave (to include Maternity Leave) (Chargeable)

Sick leave will cover an absence resulting from an illness or injury or disability of or to the employee, including pregnancy, termination of pregnancy and recovery there from, which prevents the employee from fulfilling their duties at school, including absence for attendance at clinics for medical or dental diagnosis or treatment resulting from such illness, at a physician's or dentist's direction; provided, that regular medical or dental treatment or examinations shall be used judiciously. The employee shall return to work as soon as physically able as determined by their physician. The employee shall, after three consecutive work days, upon request, provide the employee's supervisor or the Benefits Specialist a certificate from a licensed physician verifying the employee's illness or physical disability and stating the reason the employee is unable to perform their assigned duties.

(a) If the sick leave is due to recovery after the birth of a child, the employee shall automatically be allowed to use six calendar weeks of accrued emergency leave from the day the child is born and receive their currently scheduled compensation. A doctor's statement will be required if more time is needed for recovery.

(b) If a newborn or special needs child under age six is adopted, (excluding adoption of a spouse's children), one employee shall automatically be allowed to use up to six calendar weeks of accrued emergency leave from the date of the arrival of the child in the home and receive their currently scheduled compensation. If a special needs child over the age of five is adopted, the Superintendent may grant emergency leave days for one employee as needed.

Sick leave will also cover the absence of the employee resulting from the serious and debilitating illness or injury of a member of the employee's immediate family or the immediate family of the employee's spouse, which requires the employee's presence. Immediate family as used herein means spouse, children (and the spouse of children), mother, father, brother, sister (and the spouse of the brother or sister), grandparents, grandchildren, or other relatives whose residence is in the home of the employee. The Superintendent may approve of emergency leave for members other than those defined above.

Sick leave may be taken in one hour increments, with one exception. If the employee is absent for the whole day and the employee's normal work day is other than whole hours, the employee should report the absence for the actual normal work day. For example, if a paraprofessional's regularly scheduled work day is 7.25 hours and the employee is absence for the whole day, the employee needs to request emergency leave equal to 7.25 hours. The use of sick leave cannot cause an employee to submit hours greater than their normal work day.

Each employee shall notify their immediate supervisor as soon as possible when gone because of illness. Failure to do so could result in termination.

(2) Emergency Leave/Bereavement (Chargeable)

Employees are permitted to attend funerals for members of the employee's immediate family, or the immediate family of the employee's spouse. For purposes of this leave, immediate family will include: spouse, children (and the spouse of children), mother, father, brother, sister (and the spouse of the brother or sister), grandparents, grandchildren or other relatives whose residence is in the home of the employee.

Up to 5 emergency leave days may be granted to an employee to attend the funeral of a member of the employee's immediate family as defined above. The number of days to be granted shall be determined by the employee's supervisor and Employee Services Coordinator, taking into consideration the circumstances involved.

Absences to attend funerals of persons not within the immediate family must be approved by the employee's supervisor.

~~Each year up to 3 days of emergency leave may be granted to an employee if the absence is necessary due to legal matters related to the death of a member of the employee's immediate family. Such leave must be approved in advance by the employee's supervisor. This provision shall be in effect for one year after the death of the immediate family member.~~

~~(3) Emergency/Staff Funerals (Non-Chargeable)~~

~~In case a funeral of a member of a school staff should be scheduled for a time when school would normally be in session, school may be dismissed for up to one-half day to allow the staff of the particular school to attend the funeral. Only the individual school affected shall be dismissed. Arrangements for dismissal should be made at the request of the principal with the approval of the Superintendent. No time will be charged against emergency leave for time out of school under the provisions of this paragraph.~~

Section B. Unused ~~Emergency Leave~~ Paid Time Off

All classified employees who have more than ~~50~~60 days of unused ~~emergency leave~~PTO as of June 30 of the current year and who return to work ~~for the coming~~the following year, ~~may elect to forfeit up to 15 days of the unused emergency leave days in excess of 50 in exchange for 75% of the base pay for emergency substitute teachers~~will be compensated at $75 per day, up to 15 days, ~~forfeited~~ in their September paycheck. ~~For employees working less than 4 hours per day, the unused emergency leave days in excess of 50 may be exchanged for one-half of 75% of the base pay for emergency substitute teachers.~~

~~The employee must notify the Business Office in writing, stating the number of days for which reimbursement is requested on or before May 15 of the current year and will be compensated in their September paycheck.~~

~~Classified employees that are a 1.0 FTE and do not use any emergency leave days during the current full school year will be given the option, at the beginning of the next school year, to convert one of the unused emergency leave days into a personal day. Employees hired after August 31 of the current school year are not eligible until the following year.~~

~~**Section C. Personal Leave (Chargeable)**~~

~~The Board of Education recognizes that situations of an unusual nature arise during the school year for which the employee chooses to be absent and has established the following leave provisions to cover these situations.~~

~~Classified employees shall be granted personal leave as follows:~~
~~*For employees hired prior to January 1 of a fiscal year* – One day upon completion of initial probationary period and two days each subsequent school year.~~

~~*For employees hired between January 1 and June 30 of a fiscal year* – One ½ day upon completion of initial probationary period, one full day for the following fiscal year, and 2 days for each subsequent year.~~

~~Personal days will continue to accrue from year to year. No more than 8 days may be accrued as of June 30. All unused personal days in excess of 8 will be converted to an equal number of emergency leave days.~~

~~Employees must request personal leave as far in advance as possible. Personal leave may only be taken in full and half day increments.~~

Section ~~D~~C. Vacation Leave

Full-time classified employees may be granted paid vacation leave. Days will be granted at the end of each month in the following amounts:

1. First six months of employment – ½ day per month. Vacation leave will accrue during the employee's initial probation period; however, it may not be used until after the probation period is completed.
2. At the completion of the first six months of employment - 1 day per month.
3. At the completion of the ninth work year - 1 ¼ days per month (beginning July 1 after completion of the ninth year).
4. At the completion of the eighteenth work year – 1 ½ days per month (beginning July 1 after completion of the eighteenth year), plus 1 additional vacation day on July 1, and another 1 on January 1.

If possible, vacation time should be used in blocks of five days or more at a time. Vacation time may be accrued, and will be limited to a ten-day block of time unless prior approval is obtained from the employee's supervisor. Vacation leave should be arranged well in advance with the employee's supervisor. Vacation leave may only be taken in full and half day increments. The use of vacation days cannot cause an employee to submit hours greater than their normal work day.

In the event the employee has one or more days of earned vacation leave when they resign their position, the employee may receive salary in lieu of the vacation leave calculated at their current base daily rate. Employees who are terminated by the district or were asked to voluntarily resign ~~due to job abandonment~~ are not eligible to receive salary in lieu of remaining vacation days.

No more than ~~30~~25 days of vacation leave may be accrued from the end of the work year on June 30 to the beginning of the next work year on July 1.

Section ~~E~~D. Other Leave (Professional Leave, Witness or Jury Duty and Extended Leave)

1. Professional Leaves and Absences

   The employee's supervisor may grant permission to employees to attend professional meetings, or other activities for professional growth and improvement. There will be no deduction from the employee's pay for regular work time missed while attending such a meeting. If the meetings are outside the employee's normal work time and are voluntary on the part of the employee, there will be no obligation on the part of the District to provide additional compensation to the employee.

   Expenses may be authorized by the ~~Deputy~~Assistant Superintendent and Chief Financial Officer to attend meetings which will be beneficial to the District.

2. Witness or Jury Duty

   Employees of the District shall be excused for jury duty or in response to duly issued subpoenas with no jeopardy to their employment. The employee will receive their regular daily salary and shall surrender to the Business Office any and all compensation for jury duty or in response to subpoenas as is normally established by court, except for mileage. The employee shall report to work at any time during the employee's work day that they are not required to be present for witness or jury duty.

   The ~~Assistant~~ Deputy Superintendent has the authority to request for the Board that the employee be excused from service or their service be delayed, provided the special nature of the employee's qualifications would make it difficult to secure an adequate substitute or if the timing of the proposed jury duty affords a threat to the welfare of the school or children.

3. Extended Leave

An extended leave of absence of up to 12 months may be granted within the school year if recommended by the employee's supervisor and approved by the ~~Chief~~ Deputy Superintendent~~HR Officer~~. The request for a leave of absence must be presented to the employee's supervisor in writing and then presented to the Deputy Superintendent~~Chief HR Officer~~ for approval or ~~disapproval~~denial. An employee will receive no paid leave, except the use of accumulated ~~emergency leave~~PTO for health reasons, during the leave of absence, provided this complies with the Family Medical Leave Act. The Employee Services Coordinator will determine if benefits will be affected by the approved extended leave and will discuss with employee. Reinstation to a position at the end of the extended leave of absence is subject to the availability of open positions and is not guaranteed, except as required by law.

Section ~~F~~E. Illness and Disability Bank

Purpose: An illness and disability bank has been established to assist classified district employees in two ways:

1. A classified employee who, as a result of a catastrophic or extended illness or injury, has exhausted all accumulated leave, by providing those employees eligible with additional leave days from the Bank.
2. A classified employee, due to the birth of a child or adoption of a child under the age of 6, may apply to use up to 5 days of leave from the Bank. The employee does not need to have exhausted all of their accumulated ~~emergency leave~~ paid time off or vacation leave prior to application.

The Bank: At the beginning of each school year, the Board will provide a total of 95 days to The Bank to be used as set forth herein. Classified Employees may also donate leave to The Bank. At least one day per employee must be donated by ~~October~~ September 1 in order to have access to use The Bank during that fiscal year. The total number of days donated by classified employees will be added to the 95 provided by the Board and will be split in half, or as near as possible~~, to 125 days per semester~~. ~~Up to a maximum of 250 days per year can be used by classified employees from The Bank. Those days will be split into 125 days per semester.~~

Eligibility for Participation for Parental Leave: In order to be eligible to participate in withdrawals from The Bank, a classified employee must meet all of the following criteria.

1. Must have donated at least one day of their own leave during the designated donation period.
2. Apply prior to the birth of a child, or adoption of a child under the age of 6, or within 20 duty days following the date of the birth or adoption.
3. Must submit an application for use of bank days to the ~~Chief HR Officer~~Deputy Superintendent or their designee on forms provided by the district and must submit all additional information requested.
4. No consideration shall be given to whether or not the classified employee is receiving salary protection under the group salary protection insurance that is available to District employees.
5. No consideration shall be given for seniority.
6. Bank days credited may not exceed 5~~10~~ days for any one application.

Eligibility for Participation for Illness and Disability: In order to be eligible to participate in withdrawals from The Bank, an employee must meet all of the following criteria:

1. The employee must have donated at least one day of their own leave during the designated donation period.
2. The employee must have exhausted all of their accumulated paid time off.
3. The employee must ~~work one full calendar year (applicable to their position)~~have been employed with the district for the six months prior to applying ~~to apply~~ for the use of The Bank.
4. The illness or injury suffered by the employee must be of such a nature that prevents the employee from fulfilling their duties for a period of at least 5 ~~non-consecutive~~ duty days after all leave days have been used. Exceptions may occur and will be given due consideration to the individual circumstance.
5. The employee must submit an application for use of bank days to the Deputy Superintendent or their designee ~~Chief HR Officer~~ on forms provided by the district and must submit all additional information as requested.
6. Pregnancy **does not** constitute a catastrophic or extended illness.
7. Workers compensation claims will not qualify for eligibility from the sick bank.

~~7.~~8. No consideration shall be given to whether or not the classified employee is receiving salary protection under the group salary protection insurance that is available to District employees.

9. No consideration shall be given for seniority.

~~8.~~10. Employees with an immediate family member (spouse, children or parents) who has suffered a catastrophic illness or injury may be eligible for participation in the sick bank.

~~9. Applications for part time employees will not be considered by the Chief HR Officer until the employee has returned to work for the new school year and worked 10 consecutive days.~~

~~10.~~11. Bank days credited may not exceed ~~10~~15 days for any one application. In the event the classified employee's disability extends beyond the number of bank days credited, the employee may reapply for additional days; provided, however, that no one applicant may receive more than ~~25~~30 days during any school year.

Procedure: The eligible employee, as determined by the above criteria must file an application for use of bank days on forms provided by the ~~Chief HR Officer~~district. The applications should be filed as soon as all of the above criteria has been met, or in advance thereof, if medical evidence is available indicating a reasonable expectation that all criteria will be met. (Application forms may be ~~filled out in the Payroll Office~~requested from the Payroll ~~or HR Office~~.)

The Deputy Superintendent or their designee will render a decision or seek additional information within 5 business days of the receipt of any such application. The decision will be delivered in writing, and if the application is denied, a specific criterion/a will be cited for the decision.

The employee receiving bank days shall be paid for each bank day at a rate equal to 100% of their base daily rate. ~~of the amount paid on a daily basis to the employee for use of accumulated personal time offsick leave days~~.

Unused Balance: Any unused days as of June 30 will be applied to the following year's health fund to help offset potential insurance premium increases.

~~If an employee has more than 50 days of unused emergency leave as of June 30 of the current year, and returns for the coming year, he/she may forfeit up to 5 days of the unused emergency leave days to be donated to the Illness and Disability Bank in lieu of being paid for these days under Section B.~~

ARTICLE VII. BENEFITS

Section A. IRC Section 125 "Cafeteria Fringe Benefit Plan

The Board has established an IRC Section 125 "Cafeteria" Fringe Benefit Plan for classified employees of the District. The options to be included in the Plan are: (1) health/dental insurance ~~(hospitalization)~~; (2) group term life insurance not to exceed $50,000; (3) cancer/dread disease insurance; (4) vision insurance; (5) accident insurance; (6) medical expense reimbursement; (7) dependent care expense reimbursement; ~~and~~ (8) health savings account (9) short-term disability; and (10) hospital indemnity plan.~~.~~

Employees must work at least 20 hours per week to be eligible to participate in supplemental coverages.

The above insurance benefits shall be provided by a company or companies selected by the Insurance Committee and approved by the Board.

Section B. Health Insurance

A committee shall be established to review the District's current health insurance plan and research alternate sources. The committee shall consist of the Benefits Specialist, Chief Financial Officer, Employee Services Coordinator, one administrator, five certified staff to be appointed by the GCEA president and five classified staff.

Section C. Employer Partially Paid Fringe Benefit

The Board shall provide each eligible employee a monthly sum of $900~~$830, increasing to $900 beginning in December 2024~~, to be used toward the purchase of health/dental insurance through the District's group health insurance plan. The amount provided will be based on the FTE of each particular position and determined by the Employee Services Coordinator.

If an employee chooses the high deductible health insurance option, the Board may provide a monthly contribution to the employee's health savings account.

In the event an employee terminates employment with the District, the Board's last contribution toward the purchase of health/dental insurance will be the last full month (worked/earned more than 50%) of employment.

If an employee is absent from work and is covered under the FMLA policy, the provisions of the policy apply to insurance coverage. If the leave is not covered under FMLA, fringe will only be granted in those months which the employee worked or had accrued paid time off for more than 50% of scheduled days on their calendar.

Section D: Employer Provided 403(b) Plan

1. A Retirement Plan Portfolio may be established for each employee in USD 457. This portfolio may contain up to two (2) accounts, an Employer Paid Account and an Employee Paid Account. Each employee is eligible on the first of the month following their date of employment.

2. For each monthly contribution that an employee makes into their Employee Paid Account, USD 457 will contribute a dollar for dollar matching amount up to $50 into the Employer Paid Account. Any employee who is eligible for KPERS benefits and makes the necessary contribution into their Employee Paid Account is eligible for the matching amount into the Employer Paid Account. Any employee who has previously retired from KPERS but works the number of hours to otherwise be a KPERS eligible employee is also eligible if they make the necessary contribution into their Employee Paid Account.

3. The plan year for the Employer Paid Account will be from September 1 through August 31. If an employee discontinues or reduces their Employee Paid Account to less than $50 per month), the Employer Paid Account will be reduced accordingly.

4. Upon beginning their 6th total year as an employee employed by USD 457, each employee will become vested in 10% of the amount contained within their Employer Paid Account. The vested portion will continue to increase by an additional 10% per year until the employee is 100% vested upon beginning their 5th year with USD 457.

Vesting Schedule

Years(s)	Amount Vested
1 – 5	0%
6	10%
7	20%
8	30%
9	40%
10	50%
11	60%
12	70%
13	80%
14	90%
15	100%

An employee who terminates employment with USD 457 after the beginning of their 6th year may leave the vested amount in the Employer Paid Account, thereby retaining vesting status upon returning to a position with USD 457 at a future date.

5. An employee may voluntarily contribute from salary an amount of their choosing into the Employee Paid Account. Voluntary contributions may not exceed the amount allowed by Federal and State laws and regulations. An employee who chooses to make contributions into their Employee Paid Account will be fully vested in their account immediately. Employees may add or increase an Employee Paid Account or discontinue an Employee Paid Account at any time.

~~5.~~6. In the event of considering new options for retirement benefits, a USD 457 Retirement Plan Oversight Committee, made up of representatives from the Board, administration, GCEA and classified staff, will need to be assembled to select and maintain a group of investment options, including Conservative, Moderate and Aggressive investment tracks. Employees must select from these options for all investments into their Retirement Plan Portfolio. Separate investment options may be made for an employee's Employer Paid Account and their Employee Paid Account. NOTE: This plan in no way limits additional voluntary contributions into separate qualified retirement accounts with qualified providers up to the amount(s) allowed by State and Federal laws and regulations.

~~6.~~7. An employee may access the vested portion of their Employer Paid Account upon termination of their employment contract with USD 457.

~~7.~~8. Employer and Employee Paid contributions and growth thereon will be considered taxable income upon distribution from the plan. Further, a penalty for early withdrawal may apply for distributions made prior to the age allowed by State and Federal laws and regulations.

~~8.~~9. If any provision of this plan is determined to be in violation of Federal or State laws or regulations, then the entire plan shall immediately terminate and shall be of no further force or effect unless re-adopted by the Board.

Section E. Kansas Public Employees Retirement System (KPERS)

Any employee whose employment is not seasonal or temporary and whose employment requires at least 630 hours of work per year is required to participate in KPERS. This system requires a deduction of 6% from the employee's gross salary. KPERS provides members with disability and term life insurance benefits. In addition, KPERS members may be eligible for future retirement benefits, or have the option of withdrawing contributions upon termination of employment. For more information on KPERS, employees may contact the Employee Services Coordinator or go online to kspers.gov.

Section F. Workers Compensation

If an employee is injured while performing job related duties, the district shall pay compensation to the employee in accordance with the provisions of the Kansas Workers Compensation Act, K.S.A. 45-501 et seq., as from time to time amended. In order to provide such benefits to the employees the District is authorized to negotiate for and obtain an insurance policy in the name of the school district.

Except for medical services and treatment as hereafter provided, the District shall not be liable for any other compensation in respect of any injury which does not disable the employee for a period of at least one week from earning full wages at the work at which the employee is employed.

Considering payment of compensation benefits, no employee shall be entitled to receive an amount greater than their average daily rate of pay. If an injured employee elects to receive benefits under the District's ~~emergency~~ leave policy,

the amount of compensation they are entitled to shall be reduced by the amount of workers compensation benefits paid for the same period.

Medical services and treatment will be provided in accordance with the Kansas Workers Compensation Act. The employee must be clocked out during the time they are receiving medical service and treatment and can use available ~~emergency leave~~ paid time off or take a deduction in pay for this time.

A. Minor injuries during the school year should be reported to and treated by the school nurse.

B. Other personal injuries or illnesses not treatable by the school nurse shall be referred to the District's appointed physician. Said physician shall evaluate and treat as necessary, or shall make a referral to another physician for further care. The school district appointed physician's findings shall be made available to both USD 457 and the company or agent issuing the policy of workers' compensation insurance for the District.

C. The school district shall not be liable for the payment or reimbursement of any charges for medical services or treatment not provided in accordance with this policy.

The District shall appoint a physician of record. The name and address of the school district appointed physician can be accessed through the Benefits Specialist.

It is the responsibility of each employee to report all personal injury or illness by accident arising out of and in the course of the employment.

A. Notification of the occurrence of an accident shall be given by the employee to the employee's immediate supervisor upon the occurrence of such accident, or within 24 hours.

B. The personal injury or illness by accident shall be reported to the Benefits Specialist as soon as practical after the occurrence of the accident, but in no event later than 24 hours after the incident occurs.

C. The employee's supervisor shall be responsible for completing a written report form with respect to any such reported accident or injury. If applicable, the Benefits Specialist shall file a copy of such report with the company or agent issuing the policy of worker's compensation issuance for the district, and with the office of the Kansas Workers Compensation Director.

Section G. Deductions

In addition to supplemental insurances, payroll deductions are allowed for the following:

Garden City YMCA
Garden City Recreation Commission Wellness Center
Buffalo Dunes Golf Course
Garden City Teacher's Federal Credit Union
United Way
Garden City Education Foundation
Garden City Community College Scholarship Funds for various schools
GCEA Dues
SAM's

All salary deductions, other than those regulated by the federal or state government, will be deducted only upon written approval of the employee.

Deductions are normally withheld in equal installments, with the number of installments being determined by the number of pay periods included in the employee's job description. Deductions for all part-time employees will be pro-rated on their September through May checks, other than Health/Dental which will be pro-rated on their September to June checks.

The Payroll Department shall be notified by the first of each month of the implementation or termination of a salary deduction by an individual.

ARTICLE VIII. RESIGNATIONS

If any employee wishes to resign their position with the school district, they should provide their supervisor with at least two weeks' notice. The employee should prepare a written letter of resignation clearly stating the final day of work, sign it and give it to their supervisor. The supervisor should forward a copy of the signed resignation to the Personnel Department.

Upon resignation, an employee's benefits will terminate as follows:

> Health/Dental Insurance – If an employee is compensated for more than 50% of the month in which they resign, their coverage will end the last day of the following month. If an employee is compensated for less than 50% of the month in which they resign, their coverage will end on the last day of the month that includes their resignation.
>
> Supplemental Insurance – coverage will end at the end of the month in which the employee resigns.

Employees who do not return to work the following school year and work a minimum of 15 duty days will have their benefits terminated as if their resignation was effective on their last duty day of the previous school year.

When an employee terminates employment with USD 457, they must submit all keys to their supervisor. Their ID card must be turned in to their supervisor or the Personnel Department and the employee ~~must~~is requested to sign the Employee Termination Exit Checklist form with the Benefits Specialist. ~~before the final paycheck is issued.~~

Employees that have resigned or retired from their positions may not take any paid time off within the last two weeks of employment. Extenuating circumstances may allow for an exception but must be approved by the Employee Services Coordinator.

Employees who leave the district receive a confidential District Exit Survey to complete and return to the Personnel Office.

Attendance/Failure to Report to Work

USD 457 expects employees to report for work on time, for every scheduled work day. An employee who is unable to report to work at the designated time is required to notify their supervisor of the absence or the reason for it. An employee who fails to report to work for three (3) consecutive scheduled work days without notifying their supervisor of the absence or reason for it will be considered as having voluntarily resigned after the third day the employee fails to report to work.

ARTICLE IX. STAFF HEALTH AND SAFETY

1. Personnel of USD 457 will observe the guidelines set forth in the following statute taken from chapter laws governing the authority of all schools.

   Section 1. K.S.A. 72-5213.

   (a) Every Board of education shall require all persons, whether employees of the school district or under the supervision thereof, who come in regular contact with the pupils of the school district, to submit a certification of health signed by a person licensed to practice medicine and surgery under the laws of any state on a form prescribed by the secretary of health and environment. The certification shall include a statement that there is no evidence of

physical condition that would conflict with the health, safety, or welfare of the pupils; and that freedom from tuberculosis has been established by chest x-ray or negative tuberculin skin test. If at any time there is reasonable cause to believe that such person is suffering from an illness detrimental to the health of the pupils, the school board may require new certification of health.

(b) Upon presentation of a signed statement that he or she is an adherent of a religious denomination who religious teachings are opposed to physical examination, any person, to who provisions of subsection (a) apply, shall be permitted to submit, as an alternative to the certification of health required under subsection (a), certification signed by a person licensed to practice medicine and surgery under the laws of any state that freedom from tuberculosis has been established.

2. All employees, including bus drivers, are required to submit proof of a physical examination within the first 30 days of employment. The cost of initial examinations shall be paid by the employee. A completed Certificate of Health form must be received by the Personnel Office prior to the beginning date of employment.

3. Bus drivers are required to have a DOT physical checkup as prescribed by state regulations. The cost for DOT examinations required beyond the initial physical examination will be paid by the district.

4. TB tests and physical exams must be no older than one calendar year from hire date.

5. The initial and continued employment of those subject to physical examinations is contingent upon verification of good health as shown by the examination, and the judgment of the examining physician or other competent medical authority.

6. A person who has a health deficiency, which can and should be corrected in order to be fully effective, shall be expected to obtain those corrections. Unless evidence of removal or normal progress toward removal of health deficiencies is shown, the person shall not be considered for hiring or continued employment.

7. Continued Health Appraisal

   a. If, in the opinion of a school principal or other administrator, an employee's health becomes such that it may affect adversely the health or safety of others, or if it becomes such that the employee is unable to render satisfactory service in the position, or if it becomes such that the educational opportunities of children are impaired or endangered by the employee, the employee's condition shall be reported to the Superintendent of Schools or the Superintendent's representative to have a physical examination by a physician selected by the school administration. The cost of this examination will be borne by the Board of Education

   b. The report of this examination will be furnished by the examining physician to the Personnel Office. The report shall include not only objective evidence, but also a clear value judgment concerning the physical condition of the employee.

   c. The Superintendent or the Superintendent's representative shall prepare a recommendation consistent with the medical findings and judgment, and shall present it to the Board for such action as the Board may deem appropriate.

   d. If an employee is reported to have health difficulties, which could and should be corrected in order for the employee to be fully effective in the position, the employee will be expected to secure those corrections. In such a case the employee will give evidence of having commenced corrective procedures and will make an appointment, at the employee's own expense, for a reexamination within a period of six months.

ARTICLE X. GRIEVANCE PROCEDURE

See Board Policy GAE Classified Grievances.

~~DEFINITION~~

~~A grievance must be presented in writing on the appropriate Grievance Initiation and Report and signed by the employee claiming a violation of the policies or regulations of the district. No employee may file a grievance on behalf of another employee. Only grievances filed by an employee directly affected by an alleged violation may be processed through the grievance procedure.~~

~~A "grievance" shall mean a complaint by a classified employee involving the interpretation or application of any of the district policies as adopted, except that the term grievance shall not apply to any matter in which:~~

1. ~~A method of review prescribed by law, or by a rule or regulation of the State Board of Education having the force and effect of law; or~~
2. ~~The Board of Education is without authority to act.~~

~~ADJUSTMENT OF GRIEVANCES~~

~~Grievances of classified employees shall be presented and adjusted in the following manner:~~

~~STEP 1~~

~~Any classified employee may present a grievance in writing to their immediate supervisor within five working days following knowledge of the act or condition which is the basis of the complaint. The immediate supervisor will acknowledge receipt of the grievance in writing and shall confer with the employee with a view to arriving at a mutually satisfactory resolution of the complaint in keeping with policy and regulation. This meeting must be held in no less than five working days after the supervisor receives the grievance. The supervisor will communicate a decision in writing to the aggrieved employee within five working days after the conference.~~

~~STEP 2~~

~~If the grievance is not resolved at Step 1, the aggrieved employee may appeal within five working days after receiving the decision at Step 1, to the staff person administratively responsible for the program in which the employee is employed. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based. The staff person will acknowledge receipt of the grievance, in writing, and shall confer with the employee and the employee's immediate supervisor with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee must appear personally and may be represented by an outside representative, or by any classified employee of their choice who is employed by the district. This meeting must be held in no less than five working days after the appeal is received by the staff person administratively responsible for the program. The staff person will communicate a decision, in writing, to the aggrieved employee within five working days after the conference.~~

~~STEP 3~~

~~If the grievance is not resolved at Step 2, the employee may appeal from the decision at Step 2, to the Assistant Superintendent. The appeal shall be in writing and shall set forth specifically the reason for the appeal from the decision at Step 2, and must be filed within five working days after receiving the decision at Step 2. The Assistant Superintendent will acknowledge receipt of the grievance, in writing, and shall confer with the employee. At the conference the employee must appear personally and may be represented by an outside representative, or by any classified employee of their choice who is employed by the district. This meeting must be held in no less than five working days after the appeal is received by the Assistant Superintendent. The Assistant Superintendent will communicate a decision, in writing, to the aggrieved employee within five working days after the conference.~~

~~STEP 4~~

~~If the grievance is not resolved at Step 3, the aggrieved employee may within five working days, after receiving the decision of the Assistant Superintendent, appeal the decision to the Superintendent of Schools. The appeal shall be in writing and set forth specifically the reason for the appeal from the decision at Step 3. The Superintendent will acknowledge receipt of the grievance, in writing, and the Superintendent, or designed, will confer with the employee with a view to arriving at mutually satisfactory resolution of the complaint. At the conference, the employee must appear personally and may be represented by an outside representative, or by any classified employee of their choice who is employed by the district. This meeting must be held within ten working days after the Superintendent receives the appeal. The Superintendent will communicate a decision, in writing, to the employee within ten working days after the conference. The Superintendent's decision on the matter is final. No further appeal is allowed.~~

~~SPECIAL TYPES OF GRIEVANCES AND COMPLAINTS~~

~~Grievances arising from the action of administrators other than the immediate supervisor may be initiated with and processed by such administrators in accordance with Step 2 or 3 of this grievance procedure.~~

~~TIME LIMITS~~

~~Failure in any step of this procedure to communicate the decision on a grievance within the specified time shall permit the aggrieved employee to proceed to the next step.~~

~~Failure at any step of this procedure to appeal a grievance to the next step within the time specified shall be deemed to be acceptance of the decision rendered at that step. The time limit specified in any step of this procedure may be extended in any specific instance by mutual agreement.~~

~~The district will not discharge, demote, or in any way discipline any employee because of the filing of a grievance in itself.~~

ARTICLE X~~I~~. EMPLOYEE APPRAISAL PROCEDURES

Section A. Evaluation of Classified Staff

1. The Board asks that all employees be committed to an ongoing evaluation of their performances in order that continual self-improvement may take place. The Board believes there is room for self-improvement through additional training, through in-service programs or as a result of other constructive efforts.

2. An evaluation of all personnel should be made immediately upon completion of a probationary period and at least one evaluation of all employees should be completed on an annual basis.

3. In the event that an employee's performance is determined to be unsatisfactory or substandard, the necessary form of corrective discipline may be administered.

4. The responsible person for evaluation shall be as follows:

   a. Administrative Support Staff – Superintendent, Chief Financial Officer, Deputy Superintendent, Assistant Superintendent, ~~Chief HR Officer,~~ Director, Coordinator or Principal.

~~b. Business Support Staff – Chief Financial Officer~~

~~c.~~b. Technology Support Staff – Director of Technology

~~d.~~c. Instructional Support Staff – Director, Coordinator, Principal

~~e.~~d. Maintenance & Operations Staff – Director of Plant Facilities
~~f.~~e. Nutritional Services Staff – Director of Nutrition Services
~~g.~~f. Transportation Services Staff – Director of Transportation

In situations where the employee is located in a school building, but is evaluated by an administrator other than the school principal, the evaluating administrator should solicit input from the school principal for the evaluation.

5. Annual evaluations will determine if employment is recommended for the following school year.

6. Annual evaluations should begin no earlier than March 1 and should be filed in the Personnel Office no later than April 15 of each school year.

Section B. Disciplinary Procedures

If, in the course of the ongoing evaluation of the staff by the supervisor, an employee's performance is judged to be unacceptable or substandard, one of the procedures described below may be applied.

1. INFORMAL DISCIPLINE – this type of disciplinary action may be used in cases when infractions are slight and do not warrant formal actions. The penalties vary in these instances; the supervisor may deny certain privileges.

2. FORMAL DISCIPLINE – formal discipline is prompted by outright violation of district rules or regulations. These offenses and their appropriate punishment are handled according to the seriousness of the offense and the employee's past record. The offenses may result in any of the following actions:

   a. **Oral or Written Reprimand** – This is the most frequently used and the mildest form of formal discipline. It is a warning, which at the same time tries to get at the root of the problem and overcome the source of difficulty. When the supervisor gives an oral reprimand, he makes a brief note of it for his own future reference and guidance. When he issues a written reprimand, he furnishes the employee with one copy and places another in the employee's personnel folder. It becomes a matter of record.

   b. **Suspension With Pay** – The supervisor, with approval of the Superintendent or their~~his~~ designee, may suspend an employee with pay for an indefinite period. This action is taken when district ~~officials~~ administrators determine time is needed to investigate charges against an employee, or while the dismissal procedures are being implemented.

   c. **Suspension Without Pay** – This form of discipline is utilized in severe cases. Suspension without pay is authorized only after the employee has had the opportunity to have a conference with the supervisor to discuss the problem. After the conference, the supervisor, with the approval of the Superintendent or their~~his~~ designee may suspend an employee.

   d. **Demotion** – This penalty places the employee in a position of lower responsibility and pay. If a new employee is reassigned because they are not qualified for their first job, this is not considered a disciplinary matter. If, however, the employee is capable of performing their job, yet fails to improve after warning and constructive criticism, they may be demoted.

   e. **Immediate Dismissal** – An employee may be immediately dismissed from employment, if deemed to be in the best interest of the District and/or safety and welfare of its students, for a violation of policy, or for any other reason deemed appropriate by the District.

      An employee can be notified of their immediate dismissal by the employee's supervisor or other district ~~official~~administrator.

In the case of an immediate dismissal, an employee may request a hearing, by submitting a written request to the ~~Assistant~~ Deputy Superintendent, within 5 business days of the date of notice of dismissal. The hearing, which shall be conducted within a reasonable period of time following the written request, shall include the employee's supervisor and the ~~Assistant~~ Deputy Superintendent. The ~~Assistant~~ Deputy Superintendent shall act as hearing officer. The purpose of the hearing shall be to discuss the reason(s) for dismissal and any mitigating circumstances which the employee requests be considered by the District. Counsel or a representative of their choice may represent the employee.

The hearing officer shall render a decision within 10 business days of the date of the hearing concerning whether a dismissal recommendation should be submitted to the Board for final approval, or whether the employee would be reinstated as an employee of the District.

f. **Dismissal Based on Job Performance and Work Habits** – When an employee's job performance and/or work habits have become poor or unsatisfactory, the supervisor will schedule an evaluation conference with the employee to identify areas that require improvement. The areas of needed improvement would be identified, in writing, and a copy be given to the employee within 5 working days of the evaluation conference. The supervisor should offer suggestions to the employee and help direct the employee toward improvement.

An employee whose job performance and/or work habits are determined to be poor or unsatisfactory may be placed on probation immediately following the evaluation conference with the supervisor. The probation period should not exceed ninety 60 calendar days and no employee should be dismissed earlier than 15 working days following the evaluation conference. If there is more than one evaluation conference, the 15 working days apply only to the first conference. The supervisor will make every effort to work with the employee during the probationary period to afford the employee an opportunity to improve.

Employees being placed on or removed from probation will be notified in writing and copies sent to the ~~Chief HR Officer~~HR Coordinator.

Section C. Employee Probation (Outside Initial Employment Probation)

An employee may be placed on probation for a period not to exceed 60 calendar days for:

1. Poor or unsatisfactory performance of their duties at any time.
2. Transfer from one department to another (at the prerogative of the supervisor).

The employee will be notified of the probation, in writing, by the supervisor or other district administrator. The employee will be given expectations for improvement and/or action steps.

If the employee's work during this probationary period becomes satisfactory, the employee will be removed from probation. An employee will not lose longevity benefits or have a reduction in salary during the probationary period. The employee shall be able to use earned leave during this time. If the employee's work performance does not improve or action steps are not completed during this probationary period, the employee may be dismissed.

ARTICLE XII. EMERGENCY CLOSINGS

At certain times natural events and conditions beyond the control of school personnel will cause the closing of one or more of the schools. When such a decision must be made, both the determination and the announcement shall be made by the Superintendent of Schools or the person acting on their ~~his~~ behalf.

~~If the Superintendent or the person who is acting on their~~his behalf cannot be reached in time to avert injury to person or property, the principal of the school or the acting principal should take such action as he or she might deem necessary under the circumstances.

SEVERE WEATHER

In the case of severe weather which causes the closing of one or more of the attendance centers, the following procedures will be in effect. ~~It should be observed, however, that the Board authorizes the administration to make those decisions, which are necessary in order to cover extreme emergency situations, which are not provided in this policy.~~

~~In the event that a school or all schools in the district are closed during the school day, a reasonable attempt will be made to notify parents one hour prior to the school closing.~~

~~If a decision is made to close a school or all schools in the district prior to the start of the school day, students, parents and staff will be notified through the media.~~

DISMISSAL BECAUSE OF ~~SNOW~~INCLEMENT WEATER

A. When school is dismissed for the entire day because of ~~snow~~inclement weather:

1. All classified ~~full-time~~ employees ~~(~~who work a minimum of 205~~261~~ days per year~~)~~ **will work regular hours**.

    a. If an employee is unable to report to work because of the bad weather, the employee needs to contact their supervisor.
    b. If an employee is unable to report to work due to hazardous weather conditions, ~~he or she~~they may:
        ~~i.~~ Use ~~personal~~paid time off.~~an emergency leave day~~
        ~~ii.~~i. ~~Use a personal day.~~
        ~~Use a vacation day.~~
        ~~iii.~~ii. Take the day without compensation.
    ~~c. If the Superintendent determines that all employees should go home early or report to work late because of bad weather, the time will not need to be made up.~~
    ~~d.~~c. In the event the Superintendent declares ~~a~~an inclement weather day for all staff, e~~E~~mployees must be actively working or using paid time off the day prior to and the day after the designated ~~snow~~ inclement weather day in order to ~~use~~be compensated for an Inclement Weather Day~~Snow Day~~.

2. All other classified employees ~~have the following options~~:

    a. Will be compensated up to their normal daily rate for the first four designated Inclement Weather Days for hours not worked on those days.~~Use one of the four non-duty Inclement Weather Days designated for this purpose.~~ Employees must be actively working or using paid time off the day prior to and the day after the designated inclement weather day in order to ~~use~~be compensated for an Inclement Weather Day.
    b. After ~~all~~the four designated Inclement Weather Days are exhausted, employees have the following options:
        ~~i.~~ Report to work, with the permission of the administrative supervisor. The employee is to report to work only if the supervisor is working and there is productive work the employee could be doing.
        ~~ii.~~i.
        ~~iii. Make up the time during the same week as the missed day, with the permission of the administrative supervisor. If the time is to be made up, the arrangements need to be made between the administrative supervisor and the employee and the time must be made up in increments of thirty minutes or more.~~

        ~~iv. Use an emergency leave day.~~

ii. ~~Use a personal day.personal~~Use paid time off.

iii. Take the day without compensation.

~~b. Use one of the three non-duty snow days designated for this purpose. Employees must be actively working or using paid time off the day prior to and the day after the designated snow day in order to use a Snow Day.~~

B. When school is dismissed for the entire day because of ~~snow~~ inclement weather and ~~if because of using the snow day,~~the dismissal will result in an additional day of school ~~will be held~~added at the end of the year:

1. All classified~~full-time~~ employees ~~(~~who work a minimum of 205~~261~~ days per year~~)~~ **will work** regular hours.

2. All other classified employees will not report to work and will not be paid for that day. ~~The building administrators need to report to school for one hour in case any students show up for school.~~ One additional day will be added to the employee's calendar and the employee will be paid for that day when worked.

C. When school is dismissed after classes have begun ~~on or after 12:00 p.m.~~ because of ~~snow~~inclement weather:

1. All classified employees who work a minimum of 205 days per year will work regular hours.

2. All other employees will be allowed to leave when all the students have left the building. The time will not need to be made up and employees will be compensated up to their daily rate unless 4 prior Inclement Weather Days have been used. The principal may reserve the right to request employees to help supervise children who cannot get home immediately.

~~All classifedfull-time employees (who work a minimum of 205261 days per year) and all administrators will work regular hours. If the Superintendent determines that the employees should go home early, the time will not need to be made up.~~

~~All other employees will be allowed to leave when all the students have left the building. The time will not need to be made up and employees will be compensated up to their daily rate unless 4 prior Inclement Weather Days have been used. The principal may reserve the right to request employees to help supervise children who cannot get home immediately. Each school should have a procedure for making sure children have a place to go when school is dismissed early. The procedure may include having the child to return to school if no one is home.~~

~~1. Employees who leave before the dismissal or choose not to report to work may use a personal day or be deducted for the time missed.~~

~~C. When school is dismissed before 12:00 p.m., because of snow:~~

~~1. The procedures for early dismissal will be followed for the morning (see C).~~

~~2. The procedures for no school all day will be followed for the afternoon (see A).~~

~~3. Employees who leave before the dismissal or choose not to report to work may only use a personal day or be deducted for the time missed.~~

D. When school starts one or two hours late because of ~~snow~~inclement weather:

1. All employees will report to work 30 minutes prior to the new start time~~at regular duty time~~. ~~The exception will be employees who live outside the city limits. They will be required to call and report an estimated time of safe arrival. This arrival time must be prior to the late start time.~~

2. Inclement Weather Days~~"Snow days"~~ are included in the annual calendar. No school will make up days missed for ~~hazardous~~ inclement weather until a particular school has missed more days than the inclement weather days ~~"snow days"~~ provided in the calendar. The Board will determine when excessive missed days are to be made up.

E. -Inclement Weather Days may not be used more than four times per employee. Compensation will only be paid for hours not worked on the four designated days and time may not be split up and used for days other than those four designated days.

~~Legal Reference: KSA 7201106~~

ARTICLE XIII. PROFESSIONAL DRESS

The Board encourages all district employees to maintain a professional appearance ~~appropriate dress that adheres to commonly accepted business casual standards of grooming and dress for all district employees. Clothing should meet the minimum standard of business casual~~ (examples below):

1. ~~Men - slacks and collared shirt; turtlenecks/mock; sweaters; sport coat~~Slacks, khakis, jeans, collared shirt, sweater, sport coat, blouse, skirt, dress, dress shorts, pant suits, school shirts.
2. ~~Women - slacks and modest blouse or top; skirts; dresses; dress shorts/suits~~
3. ~~3.~~2. Except for special days designated by the school principal - ~~No t-shirts; no blue jeans;~~ no sweatshirts; ~~no spandex;~~ no athletic wear~~/jogging suits~~
4. ~~4.~~3. ~~Shoes – dress shoes; loafers; dress sandals (no athletic shoes)~~Clothing and shoes must be in good repair and suitable for a professional school setting.

An employee who is uncertain about whether a clothing item qualifies as ~~business casual~~professional attire should ask their supervisor. Educational Support Center staff should adhere to commonly accepted business casual standards of dress and may wear jeans only on designated days. An employee may request an exception due to health considerations from their supervisor.

Employees are expected to maintain a clean, modest, well-groomed, and professional appearance. Clothing, shoes, and accessories should be in good repair and appropriate for the school setting and the day's activities. Nutrition Services, Plant Facilities, and Transportation employees may wear uniforms or clothing more appropriate for the type of job they are performing.

Discipline issues regarding professional dress will be handled by the employee's supervisor after consultation with the Superintendent or their designee as follows:

1. One verbal warning
2. One documented conversation
3. Conference Report (Form 57)
4. Documentation in the employee's evaluation

~~Appropriate professional dress demonstrates a high regard for education, and will present an image consistent with job responsibilities and community values and expectations. Appropriate professional dress reflects a shared vision of the district's staff as motivated professionals working toward a common mission. In addition, it strengthens the community's perception toward the district, public schools and the teaching profession.~~

~~Professional appearance of staff members includes dress, accessories, body adornments, and grooming. Clothing, shoes and accessories are clean, in good repair and promote a working and learning environment that is free from unnecessary disruption.~~

~~Professional dress is appropriate during the workday and anytime employees attend work-related activities. Attire should be appropriate for the educational activity to be engaged in that day and should also be appropriate for the role of the employee in each activity (ex: Nutrition Services, Plant Facilities and Transportation employees who may wear uniforms or clothing more appropriate for the type of job they are performing). Clothing should convey a professional image by being coordinated, modest and appropriate for a classroom or educational setting.~~

~~Employees may wear blue jeans only on the following occasions (athletic shoes and a school shirt may also be worn on these occasions). The following does not apply to employees at the ESC Building:~~

- ~~Work days~~
- ~~In-service days for USD 457 employees only~~
- ~~Travel time to and from events outside the District~~

- ~~Special days designated by the building principal~~
- ~~Every Friday, with the exception of days designated for parent/teacher conferences and with the exception of other special occasions approved by the Superintendent~~

ARTICLE XIV. REIMBURSEMENT FOR MILEAGE AND CELL PHONE

Section A. Mileage Between Schools

Employees who serve two or more attendance centers daily or are otherwise required to go to various buildings during their scheduled work day are entitled to receive reimbursement for miles driven between the schools at the rate per mile allowed by the state when using a private vehicle. A district mileage log or Mileage Reimbursement Request Form must be submitted by the employee to the supervisor for approval, then to the Business Office for payment. Reimbursement should be requested on a monthly basis.

~~Section B. Mileage to Rural Attendance Centers~~

~~Mileage will be paid to classified employees who work at either of the two rural schools. The mileage paid per trip is as follows:~~

~~Jennie Barker .5~~
~~Plymell 12.6~~

~~The pay will be considered part of the employee's gross pay and will be based on the number of work days in the employee's calendar.~~

Section ~~C~~B. Mileage/Cell Phone Stipends

Mileage and cell phone stipends will only be granted to those employees that are in positions approved by ~~the Chief Financial Officer and Chief HR Officer~~the Superintendent or their designee.

ARTICLE XV. ADMISSION TO SCHOOL SPONSORED EVENTS

The Board encourages attendance of employees at school-sponsored events.

Schools should follow these procedures:

A. Those schools charging admission to public performances or scholastic events will honor school district identification cards, whereby each of these employees and their companion may be admitted to all events held under the direct sponsorship of that school.

B. District passes or I.D. cards are not valid at events sponsored directly by the Kansas State High School Activities Association. Generally, these events are district, regional or state play-offs in athletic events. Neither will district passes admit a holder to events sponsored by outside organizations.

C. The holder of a district pass must pay extra if the I.D. card is to be used toward purchasing reserved seats.

25-26 FULL TIME

Administrative Specialist I
Administrative Specialist II
Benefits Specialist
Board Clerk
Custodian I
Custodian II
Custodian III
Cyber Security Manager
Deputy Clerk
Electrical Journeyman
Grounds I
Grounds II
Grounds Supervisor
HVAC Journeyman
HVAC Specialist
Plumbing Specialist
Maintenance I
Maintenance II
Maintenance Manager
Mechanic
Mechanic Manager
Nutrition Delivery
Nutrition Warehouse Supervisor
Office Assistant I - ESC, Virtual
Office Assistant II - ESC, HG, KH, HS, TR
Paraprofessional I - JDC, Virtual
Personnel Specialist
Technology I - JDC
Technology II
Technology III - HS, ESC
Technology IV
Technology Manager
Translator
Warehouse Assistant
Warehouse Delivery
Warehouse Supervisor

July 2025

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25-26 220 Day

Office Assistant II - GE
Substitute Specialist

July 2025

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25-26 215 Day

Office Assistant II - SI, ST

July 2025

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25-26 205 Day

Campus Monitor
Office Assistant I
Office Assistant II
Technology I
Technology II
Driver Trainer

July 2025

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25-26 Para

Accompanist
Paraprofessional I
Paraprofessional II
Paraprofessional III

August 2025

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25-26 Bus Driver

August 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
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September 2025

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7	8	9	10	11	12	13
14	15	16	17	18	19	20
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28	29	30				

October 2025

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5	6	7	8	9	10	11
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November 2025

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9	10	11	12	13	14	15
16	17	18	19	20	21	22
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December 2025

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January 2026

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18	19	20	21	22	23	24
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February 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026

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May 2026

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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
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25-26 Nutrition

Nutrition I
Nutrition II
Nutrition III
Nutrition IV

August 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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10	11	12	13	14	15	16
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24	25	26	27	28	29	30
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September 2025

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October 2025

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November 2025

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December 2025

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January 2026

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February 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026

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22	23	24	25	26	27	28
29	30	31				

April 2026

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May 2026

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10	11	12	13	14	15	16
17	18	19	20	21	22	23
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25-26 Psych Specialist

August 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
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September 2025

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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025

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5	6	7	8	9	10	11
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November 2025

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9	10	11	12	13	14	15
16	17	18	19	20	21	22
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December 2025

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21	22	23	24	25	26	27
28	29	30	31			

January 2026

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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026

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May 2026

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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
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25-26 Parent Educator

July 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
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20	21	22	23	24	25	26
27	28	29	30	31		

August 2025

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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025

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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025

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5	6	7	8	9	10	11
12	13	14	15	16	17	18
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November 2025

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9	10	11	12	13	14	15
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December 2025

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21	22	23	24	25	26	27
28	29	30	31			

January 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026

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May 2026

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17	18	19	20	21	22	23
24	25	26	27	28	29	30
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June 2026

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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

25-26 Youth Officer

August 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025

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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025

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5	6	7	8	9	10	11
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November 2025

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December 2025

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January 2026

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February 2026

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15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026

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May 2026

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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
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25-26 210 Day

ASP Facilitator

August 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
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September 2025

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7	8	9	10	11	12	13
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October 2025

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November 2025

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December 2025

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21	22	23	24	25	26	27
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January 2026

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18	19	20	21	22	23	24
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February 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026

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22	23	24	25	26	27	28
29	30	31				

April 2026

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May 2026

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10	11	12	13	14	15	16
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24	25	26	27	28	29	30
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June 2026

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25-26 Crossing Guards

August 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
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September 2025

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October 2025

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November 2025

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December 2025

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January 2026

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February 2026

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22	23	24	25	26	27	28

March 2026

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29	30	31				

April 2026

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May 2026

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