



# **GARDEN CITY PUBLIC SCHOOLS**

## **Regular Board of Education Meeting**

### **Garden City USD 457**

**Monday, August 5, 2024 - 6:00 PM**

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

#### **Board of Education Members:**

**Andy Fahrmeier; Jackie Gigot; John Wiese; Mark Hinde; Nathan Haeck; Randy Ralston; Robin Bergkamp**

#### **A. PLEDGE**

#### **B. SILENT REFLECTION**

#### **C. MEETINGS OF NOTE**

##### **C.1.**

- The Boundary Study Subcommittee will meet on Thursday, August 8, 2024, at 5:00 PM, in the Board Meeting Room at the Educational Support Center. Three board members may be in attendance.
- Back to School Convocation, 8:00 AM, August 9, 2024, Garden City High School Gymnasium, four or more board members may be in attendance.
- The Boundary Study Subcommittee will meet on Thursday, August 15, 2024, at 5:00 PM, in the Board Meeting Room at the Educational Support Center. Three board members may be in attendance.
- The Boundary Study Subcommittee will meet on Thursday, August 22, 2024, at 5:00 PM, in the Board Meeting Room at the Educational Support Center. Three board members may be in attendance.
- The Boundary Study Subcommittee will meet on Thursday, August 29, 2024, at 5:00 PM, in the Board Meeting Room at the Educational Support Center. Three board members may be in attendance.

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

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

D.2. Add Item# J.2., Executive Session, Personnel matters for non-elected personnel.

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

*(a speaker or group will be allotted five minutes to speak after signing a request to address the Board of Education)*

E.1. Recognition of Michelle Shull, Health Services Coordinator, for receiving the Kansas School Nurse Organization's School Nurse Administrator of the Year Award.

Jessica Nothern, Chief Financial Officer

## **F. CONSENT AGENDA**

### F.1. Minutes

F.1.a. Minutes of July 22, 2024, Regular Board of Education Meeting

F.2. Accounts Payable totaling \$1,092,979.45, noting that all major accounts contain adequate balances to meet current obligations.

### F.3. Personnel

F.3.a. Certified

F.3.b. Classified

### F.4. Other

F.4.a. The Board of Education is asked to consider and approve the following handbooks:

- Garfield Early Childhood Center Student/Parent Handbook
- HG/KH Middle School Handbook
- Garden City High School Handbook
- Revised Administrator Handbook

F.4.b. The Board of Education is asked to consider and approve the renewal of Power School Perform for the dates of October 29, 2024, to October 28, 2025, Personnel, in the amount of \$21,354.06.

F.4.c. The Board of Education is asked to consider and approve the Clinical Contract Agreement between Garden City Community College and Unified School District 457, Garden City Public Schools for the 2024-2025 school year.

F.4.d. The Board of Education is asked to consider and approve revised Board of Education Policy CCA, Organizational Chart.

F.4.e. The Board of Education is asked to consider and approve the IEP Reviewer Services Agreement between USD 457, Garden City Public Schools, and Rhonda Stuvick.

F.4.f. The Board of Education is asked to consider and approve the following school schedule changes:

- Garfield Early Childhood Center; AM: 8:45 to 11:50 and PM: 1:15 to 4:20 PM
- Bernadine Sitts and Charles Stones Intermediate Centers; 8:15 AM to 3:30 PM

F.4.g. The Board of Education is asked to consider and approve the SRO Agreement between the City of Garden City, Kansas, the Garden City Police Department and the Board of Education, Unified School District No. 457, Garden City Public Schools.

F.4.h. The Board of Education is asked to consider and approve the USD 457, Garden City Public Schools, FERPA Notification.

F.4.i. The Board of Education is asked to consider and approve the Memorandum of Understanding between the City of Garden City, Kansas, Garden City Police Department, and Unified School District No. 457 for the School Resource Officer Program.

## **G. NEW BUSINESS**

G.1. Election of delegate and alternate delegate for Kansas Association of School Board's Delegate Assembly on Saturday, November 16, 2024, as part of the KASB Annual Convention.

Dr. Mike Dominguez, Superintendent

G.2. Board of Education Committee Assignments 2024-25

G.3. Budget Presentation (First)

Jessica Nothern, Chief Financial Officer

G.4. Discussion of Superintendent Search Process

**H. BOARD OPEN DISCUSSION**

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

**I. NEXT BOARD MEETING**

*The next meeting of the Board of Education will take place on August 19, 2024, at 6:00 PM in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.*

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

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

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

**K. ACCOUNTS PAYABLE REVIEW - Mark Hinde and Andy Fahrmeier**

**L. ADJOURNMENT**



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

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

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

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

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

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

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

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

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

C. **MEETINGS OF NOTE**

C.1. Back to School Convocation, 8:00 AM, August 9, 2024, Garden City High School Gymnasium, four or more board members may be in attendance.

D. **APPROVAL OF AGENDA**

That the Board of Education approve the meeting agenda with the following amendments: This motion, made by Andy Fahrmeier and seconded by Nathan Haeck, Carried.

Bergkamp: Yea

Fahrmeier: Yea

Haeck: Yea

Ralston: Yea

Wiese: Yea

Yea: 5, Nay: 0

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

D.2. Remove new policy IIBF-R Acceptable Use Policy - Policy on the Use of Artificial Intelligence (AI) from F.4.a. on the consent agenda and move to I.3., New Business, for discussion.

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

Public comment was made by Mike Utz regarding the possible closing of school buildings. He was given five minutes to present his information.

**E.1. Recognition of outgoing President John Wiese and outgoing Vice President Jackie Gigot.**  
Dr. Mike Dominguez, Superintendent, recognized John Wiese for time served as President of the Board of Education and Jackie Gigot for time served as Vice President of the Board of Education.

**F. CONSENT AGENDA**

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

Bergkamp: Yea  
Fahrmeier: Yea  
Haeck: Yea  
Ralston: Yea  
Wiese: Yea  
Yea: 5, Nay: 0

**F.1. Minutes**

F.1.a. Minutes of the July 8, 2024, Regular Board of Education Meeting – approved as presented.  
F.1.b. Minutes of the July 17, 2024, Regular Board of Education Meeting – approved as presented.

**F.2. Accounts Payable** totaling \$7,409,608.79 noting that all major accounts contain adequate balances to meet current obligations – approved as presented.

**F.3. Personnel** – All certified and classified personnel actions approved as presented.

**F.3.a.Certified:**

**TUITION REIMBURSEMENT AGREEMENT:**

Ryan Partin – Master’s Degree

**F.3.b.Classified:**

**Retirements:** Jimmy J. Rohrbough

**Resignations:** Ashley Baker, Refugio A. Chairez Lopez, Emily Lupita Romero

**Assignments:** Martin Miranda Gomez, Ana Karen Hernandez Romero, Salvador Monroy, Abigail Smith, Rhian Taylor

**Transfers:**

- Yecenia Tena-Meza from Small Fleet Driver at Transportation to Sub Bus Driver at Transportation
- Alicia Saldana Rojo from Nutrition I at Garden City High School to Nutrition II at Jennie Barker Elementary School
- Yadhira Ruiz from Nutrition II at Jennie Barker Elementary School to Nutrition I at Garden City High School
- Veronica Veloz from Small Fleet Driver at Transportation to Sub Bus Driver at Transportation

**OTHER:**

- LeeAnn Thon, Human Resources Coordinator, would like to approve a correction to the 24-25 Classified Handbook. The “Life Happens” day has been removed to align with similar changes made to the Negotiated Agreement.
- Drew Thon, Chief Human Resource Officer is requesting the closing of all ESSER Funded Paraprofessional Positions. This would be for the 2024-2025 academic school year.

**F.4. Other**

F.4.a. Adopted a Resolution Rescinding Policy Actions found in the minutes of this Board of Education prior to June 30, 2024, and adoption of the Board Policy Manual as presented and recommended by the Superintendent of Schools to govern USD 457 during the 2024-25 school year, subject to periodic review, amendment, and revisions by the Board of Education.

F.4.b. Approved the 2025-26 School Calendar.

F.4.c. Approved the Crossing Guard Agreement between the City of Garden City, Kansas and the Board of Education, Unified School District No. 457, Garden City Public Schools.

## G. BOARD REPORTS

G.1. **Science of Reading Presentation** Heather Stegman, Director of Instruction, introduced Julie Couch from Amplify, a curriculum publisher, who presented a summary of the Science of Reading via Zoom.

Board members questions were answered.

## H. UNFINISHED BUSINESS

H.1. **The Board of Education is asked to discuss options for the district's Property & Casualty Insurance.** Jessica Nothern, Chief Financial Officer and Trent Specht, Iron Insurance Partners Presented the following:

- Overview of the current market
- Pros and cons of EMC
- KICS
- Pros and cons of KICS
- Deductible buy down
- Property claims
- Continuing

Board members' questions were answered.

## I. NEW BUSINESS

I.1. **The Board of Education is asked to consider and approve the renewal of Power School Perform for the dates of October 29, 2024 to October 28, 2025, Personnel, in the amount of \$21,354.06.** Drew Thon, Chief Human Resource Officer, presented information about Power School Perform, this item will be on the Consent Agenda of the August 5, 2024 Board of Education meeting.

I.2. **Building Needs Assessment Aggregate Data** Dr. Maria Gomez-Rocque, Deputy Superintendent Presented the following information:

- Process
- Common themes
- Next steps

Board members' questions were answered.

Robin Bergkamp left the meeting room at 7:28 PM and returned to the meeting room at 7:30 PM.

I.3. **Discussion of new policy IIBF-R, Acceptable Use Policy - Policy on the Use of Artificial Intelligence (AI).** Casey Wise, Instructional Technology Coordinator

Nathan Haeck proposed that a committee be formed to review and work on the AI policy before bringing it back before the board.

Board members' questions were answered.

That the Board of education table approval of the proposed new AI policy. This motion, made by Nathan Haeck and seconded by Robin Bergkamp, Carried.

Bergkamp: Yea

Fahrmeier: Yea

Haeck: Yea

Ralston: Yea

Wiese: Yea

Yea: 5, Nay: 0

## J.BOARD OPEN DISCUSSION

- **Dr. Mike Dominguez** stated that he is submitting his letter of resignation as Superintendent of USD 457, Garden City Public Schools, effective May 31, 2025, at the end of his current contract.
- **John Wiese** stated that he would like to thank the public as they continue to engage in the reconfiguration process. He thanked the administrative staff that worked on the board policies and for having them completed so that they could be implemented for the new school year. He also thanked Dr. Dominguez and stated that he appreciated all the hard work that he has put into our school district and also stated that he is sad that Dr. Dominguez is not seeking to stay with the district, and that he brought a lot of great things and great energy to the district, he stated that Dr. Dominguez will be missed.
- **Andy Fahrmeier** stated that he wanted to thank Mr. Utz for his public comment, as the Board works through this discussion and assesses whether grade reconfiguration is right for our school district and all the changes that go along with it and stated getting as much feedback as they can is very important and stated that he encourages people to stay informed. He thanked the admin team and especially Drew Thon and Josh Guymon for the time and energy put into the board policy updates. He also stated that he wanted to thank Dr. Dominguez for his tenure and for the impact he has made on our school district and that his passion for students and seeing their success is evident.
- **Robin Bergkamp** stated that she echoes previous comments and thanked Mr. Utz for his public comment and stated that she welcomes a conversation with him. She also stated that the board is open to hear from the public on the reconfiguration. She also stated that she enjoyed the Science of Reading presentation and thanked staff for their hard work and thanked Dr. Dominguez.
- **Nathan Haeck** stated that he also echoes previous comments and stated that he appreciated all of the presentations given tonight. He stated that he appreciated all the policy work as well as getting another calendar year set and thanked the calendar team. He thanked all the personnel that have been working hard over the summer getting the buildings ready for the return of students and staff as well as thanking Dr. Dominguez for his time spent here and stated that he sees his passion and his heart for kids.
- **Randy Ralston** thanked Captain Utz for his public comment and stated that he does not support closing schools but stated he does support grade reconfiguration and the tertiary effect of that is needing a bigger Middle School that costs a lot of money. He stated that he welcomes options or ideas of how they write that check to make KH bigger so it can take sixth graders and stated that is the area they need to focus on. He thanked everyone for speaking out and for all the emails and texts and that he values the input. He stated that he wanted to address that he has been asked if reconfiguration will make class sizes bigger, and stated that is not accurate information. He stated that class size is set by the Board (negotiated) and that hasn't changed and that there are no plans to change it. He congratulated John and Jaekie for their time as President and Vice President. He

also stated that we have good long-range facilities plan and would like to see that be continued to be followed. He also thanked Dr. Dominguez for his hard work in the district.

That the Board of Education accept the resignation of Dr. Mike Dominguez, effective May 31, 2025, at the end of his current contract. This motion, made by Andy Fahrmeier and seconded by Nathan Haeck, Carried.

Bergkamp: Yea  
Fahrmeier: Yea  
Haeck: Yea  
Ralston: Yea  
Wiese: Yea  
Yea: 5, Nay: 0

**K. NEXT BOARD MEETING**

The next meeting of the Board of Education will take place on August 5, 2024, at 6:00 P.M. in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.

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

**L.1. Personnel matters for non-elected personnel.**

Mr. President, I move we go into executive session for 30 minutes, to discuss a personnel matter pursuant to non-elected personnel exception under KOMA, to protect the privacy interests of an identifiable individual, beginning at 8:15 PM and the open meeting will resume in the Board Meeting Room at 8:45 PM. I would like to invite Dr. Mike Dominguez, Dr. Rocque and Jennifer Cunningham to join us in executive session. This motion, made by Andy Fahrmeier and seconded by Robin Bergkamp, Carried.

Bergkamp: Yea  
Fahrmeier: Yea  
Haeck: Yea  
Ralston: Yea  
Wiese: Yea  
Yea: 5, Nay: 0

The Board members returned to the meeting room. No binding action took place.

**M. ACCOUNTS PAYABLE REVIEW - Nathan Haeck and Robin Bergkamp**

**N. 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 8:47 PM. This motion, made by Nathan Haeck and seconded by John Wiese, Carried.

Bergkamp: Yea  
Fahrmeier: Yea  
Haeck: Yea

Ralston: Yea  
Wiese: Yea  
Yea: 5, Nay: 0

Respectfully submitted,

Approved:

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Jennifer Ramos, Clerk

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Randy Ralston, President

BOARD OF EDUCATION

**Certified Personnel Actions**

August 5, 2024

**APPOINTMENT:**

William Bernhardt-Purdy, Garden City, Kansas, is recommended for a social worker position at Alta Brown Elementary School. He has thirteen years' experience.

**TUITION REIMBURSEMENT AGREEMENT:**

Raghi Kalarikkal – Master's Degree

**STUDENT TEACHER AGREEMENT:**

Addyson Bjurstrom – Newman University

BOARD OF EDUCATION  
**Classified Personnel Actions**

August 5th, 2024

<b>RESIGNATIONS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Odette Flores	Office Assistant I	Kenneth Henderson Middle School	7/26/24
Epifano R. Garcia	Crossing Guard	Victor Ornelas Elementary School	5/23/24
Soledad Heredia	Nutrition Assistant I	Garden City High School	6/27/24
Jaquelin Rico Rico	Special Education Paraprofessional I	Garfield Early Childhood Center	6/14/24
Mari Cruz Rico	Paraprofessional I	Abe Hubert Elementary School	5/23/24

**OTHER:**

Gina Galpin, Director of Special Education is requesting to move the SPED Para II position at Bernadine Sitts Intermediate School to Kenneth Henderson Middle School as a SPED Para I position.

Tracy Johnson, Director of Nutrition is requesting to change the hours for the position previously held by Susana Montoya at Bernadine Sitts Intermediate Center from 7 hours to 6.

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

August 5<sup>th</sup>, 2024

<b>RESIGNATIONS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Yesenia Gomez	Wellness Specialist	Educational Support Center	7/26/24
Marissa Hernandez	Library Paraprofessional I	Edith Scheuerman Elementary School	5/23/24
Samantha North	Nutrition Assistant I	Horace Good Middle School	7/5/24
Sindy Reyes	Special Education Paraprofessional I	Garden City High School	5/23/24
Sarah Stucky	Special Education Paraprofessional II	Garden City Achieve	5/23/24

<b>ASSIGNMENTS</b>	<b>POSITION</b>	<b>BUILDING</b>	<b>DATE</b>
Milton Guevara	Small Fleet Driver	Transportation	7/30/24
Aaron Herrada	Technology II: Computer Sysop	Horace Good Middle School	8/5/24
Jacqueline Montes Hernandez	Office Assistant II: Technology	Educational Support Center	8/5/24
Maria Perez	Special Education Paraprofessional I	Garfield Early Childhood Center	8/9/24
Sondra Simmons	Crossing Guard	Jennie Wilson Elementary School	8/14/24

<b>TRANSFERS</b>	<b>FROM</b>	<b>TO</b>	<b>DATE</b>
Juana Betanco	Special Education Paraprofessional II: Charles O. Stones Intermediate Center	Special Education Paraprofessional II: Garfield Early Childhood Center	8/9/24
Maria de la Luz Lopez Garcia	.5 Special Education Paraprofessional II: Garfield Early Childhood Center	Special Education Paraprofessional II: Victor Ornelas Elementary School	8/9/24

**LONG-TERM SUBSTITUTE TEACHER AGREEMENTS:**

Stormy A. Venable

**OTHER:**

Gina Galpin, Director of Special Education is requesting the following position changes:  
2 Special Education Paraprofessional I positions from Charles O. Stones to Kenneth Henderson Middle School.

Suzette Goldsby-Lewis, Principal of Plymell Elementary School is requesting to combine the .5 ESL Paraprofessional with .5 Library Paraprofessional to make the position full time.

Andrea Baker, Principal of Garfield Early Childhood Center is requesting to change a current 4 hour Paraprofessional position be switched to a 7.25.

Drew Thon, Chief Human Resources Officer is requesting Jennie Wilson a full time Paraprofessional position instead of a .5.

Tracy Johnson, Nutrition Director is requesting hours for a Nutrition Asst. to be changed from 6.5 to 6.

# **Garfield Early Childhood Center Student/Parent Handbook**



**121 W. Walnut  
Garden City, KS. 67846**

**Phone: 620-805-7500**

**Fax: 620-805-7549**

# **We begin the educational process for children and families.**

## **Garfield Early Childhood Mission Statement**

In order to provide a high quality early childhood education we will follow our core beliefs to accomplish our COOL vision statement.

## **Garfield Early Childhood Vision Statement**

We are **C**: creating  
**O**: outstanding  
**O**: ongoing  
**L**: learners

# **Garfield Early Childhood Rules and Regulations**

## **School Hours**

**Breakfast 8:15-8:30**

**Morning classes are from 8:45 to 11:50 Parents may drop off students at 8:15.**

**Lunch 12:45-1:00**

**Afternoon classes are from 1:15-4:20. Parents may drop off students starting at 12:45.**

**If you are late to classes you must stop at the front office and get a tardy slip, otherwise the student may be counted unexcused for the day. Tardy is 8:45 am and 1:15 pm.**

## **RELEASE OF STUDENT DURING SCHOOL DAY**

Building principals will not release a student during the school day except to a student's lawful parent or custodian as defined by Kansas law and whose identification is verified to the satisfaction of the principal or upon written or verbal request of a parent or lawful custodian. Students will not be released via telephone conversation unless positive identification can be verified. If the principal is not satisfied with the identification of the person seeking release of a student, he/she may refuse to grant the release.

**Parents must list on enrollment forms those persons who may pick up their child during the school day. Names may be added to or removed from this form at any time during the year, but the parent or legal custodian must come to the school office to do so.**

## **Building Security**

Garden City Public Schools endeavors to provide a suitable environment conducive to the general health, safety, and welfare of each student in school attendance.

## **Visitors and Guests**

Upon arrival at the school, all visitors must sign in at the front office and get a Visitor pass.

## **Change of Address/ Phone Number or Employment**

If you move, change phone numbers or change jobs, please notify the office. You may call, send a note, e-mail Samantha Hernandez at [shernandez8@gckschoos.com](mailto:shernandez8@gckschoos.com) or Marisela Trejo at [mtrejo@gckschools.com](mailto:mtrejo@gckschools.com) or send us a fax @ 805-7549. Address changes must have proof of change such as a utility bill, rental agreement, or proof of purchase of a home.

## Attendance

Students are expected to attend school. **The student's parent/guardian must contact the school (805-7500) and transportation (805-8750) as soon as possible if the student will be absent.** The absence will be considered unexcused if the student's whereabouts are unknown to the office or if parent/guardian fails to contact the school. All absences are reported to the truancy officer and excessive unexcused absences (3 unexcused absences in a row; 5 in a semester or 7 in a year) absences may result in legal action. Please contact the school principal in the event of any special circumstances relating to attendance.

## Dismissal

Please arrive at the scheduled time of dismissal. If your child has not been picked up within 30 minutes of the dismissal time and all emergency contacts have been made with no response to pick up the child, we will call the local authorities. Please call us if an emergency comes up and you are running late.

## Breakfast and Lunch

Breakfast and lunch are eaten in the classroom **before** the school day starts.

USD 457 participates in the federal lunch program. Free and reduced lunch forms are available. Students who do not qualify for free or reduced meals must pay for meals in advance or bring a sack lunch. Food cannot be charged. Students who bring their lunches must keep them in the appointed area until lunchtime. **No fast food is allowed.**

Please make checks out to Student Funds. The full amount will be credited to each student's account. No change will be given. Paying by the month is encouraged since students will not be allowed to charge more than 3 meals. If your child is over the charge limit they will not be given a hot lunch.

Meal Pay Plus: Visit [www.mealpayplus.com](http://www.mealpayplus.com) to create a free secured account for each of your students using their school student ID number. This tool allows you to check account balances and receive low-balance e-mail notifications. Parents will also have the option to make a payment to their child's meal account using a check, credit or debit card.

If a parent wishes to eat with their child they will need to notify the school the day before for breakfast and by 9:00 a.m. for lunch that day. Parents will need to pay the adult price for breakfast or lunch.

School meal costs are:	Breakfast Daily	Lunch Daily
Students	Free	\$2.75
Adults	\$2.75	\$4.35

## MEAL CHARGE POLICY:

Elementary and intermediate students will not be allowed to exceed \$8.90 in charges (for paid students) and a \$1.40 charge amount (for reduced students) at any time. Once the student account falls below \$4.00 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 \$8.90 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.

## **Health Services**

“Permission for Administration of Medication” form must be completed and signed by a physician and parent/guardian before a student can take any type of medication at school. All medications must be taken to the nurse’s office. A medication form is required for each medication taken at school. No over-the-counter medication will be given at school. **A new form must be completed each year.** The nurse must have a current Child Health Assessment on file and students must be current on their immunizations. You will be notified if found noncompliant.

## **Immunizations**

Students attending school in U.S.D. 457 are required to be immunized according to current state immunization requirements. Students not complying with the immunization requirements shall be refused admittance to classes and this policy shall be enforced through the provisions of the compulsory attendance law. KCI Form B Medical Exemption must be completed by a physician. NOTE: The parents and guardians of exempt students should be informed their students will be excluded from school in the event an outbreak of vaccine preventable disease occurs.

## **Head Lice Information**

Kansas Administrative Regulation 28-1-6 states each student infested with lice shall be excluded from school until treatment with an antiparasitic drug.

Many parents have the impression that only persons who are unclean become infested with lice. In the case of head lice, this is NOT true. Frequent bathing and shampooing will neither prevent nor eliminate head lice. The head louse is an insect which lives on the human head. The female lays eggs called nits which are stuck to the hair very tightly. The eggs hatch in approximately one week, therefore it is necessary to remove all nits to prevent continuous infestation or re-infestation when the nit hatches. The most common symptom of pediculosis (head lice) is itching. (Head lice shampoos are affective only on live lice and do not destroy the nits.)

Head Lice CANNOT fly or jump. Studies have shown that transmission at school is rare and no more likely to occur than in any other social setting such as community group settings, Movie Theater, shopping centers, etc. Animals are not involved in head louse transmissions. Head lice are usually transmitted through household contact by sharing beds and living space; through sharing combs, brushes, hair extensions, and other grooming aids; through sharing hats, caps, or coats.

It shall be the responsibility of the parent to purchase head lice shampoo and follow directions for treatment, remove nits, and make arrangements to have student checked by the school nurse for authorization for re-admittance to school. If student is not readmitted within three calendar days, the absence then shall be unexcused and the district shall be guided by the provisions of Policy JB (student attendance).

If you suspect your child has head lice please see your school nurse for examination and additional information.

## **Transportation**

If the student qualifies for transportation the school district will provide the student’s transportation.

If a student is found to need special accommodations, the driver will notify the Director of Transportation and they will contact parents to discuss transportation modifications. Any questions regarding transportation please call 805-8750.

## **Weather**

Students are to follow the inclement weather orders of USD #457. If school is called off due to inclement weather the local radio and TV stations will be notified. Please have your student dressed appropriately for the weather.

## **Dress Code**

1. All shorts, dresses & skirts must be longer than tip of fingers when arms are held down at the side.
2. No bike shorts unless covered by proper clothing.
3. No see-through clothing.
4. Appropriate logos or wording on clothing (no profanity, references to alcoholic beverages, tobacco products, illegal activities, drugs, gang activity or affiliation, etc.)
5. No hats, caps, hairnets, scarves, headbands, or other head coverings are to be worn or carried on school grounds between the hours of 7:00 a.m. to 4:00 p.m. (Administration discretion during inclement weather.)
6. No shoes with wheels.
7. No jewelry that resembles drugs or illegal substances or that is affiliated with gang activity is to be worn at school.
8. No sagging or bagging will be allowed. Trousers/slacks are to be worn at hip level. Pants that will not stay up at hip level without a belt (and are not being worn with a belt at the hip level) are considered sagging/bagging.
9. No chains hanging from pants. No jewelry that could be used as weapons, such as jewelry with spikes.
10. No tank tops or halter tops. Sleeveless shirts must cover to the edge of the shoulder and armholes must fit tightly around the arms. Necklines must not reveal cleavage. All shirts must be long enough to tuck in or if worn out – cover waistband of pants. Shirts will be considered too short if they expose flesh while the student is sitting or walking. Shirts must have complete backs – no holes, cutouts, or strings.
11. Overall straps and suspenders must be fastened correctly over the shoulder.
12. No bandanas or kerchiefs worn or carried.

Fresh air -- fresh minds! During the winter months recess is an "outside" activity when possible. Children will not be exposed to intolerable weather conditions, nor will it be an endurance test to see who can brave the elements. If the temperature is below 32° and the wind-chill is below 20° we will have indoor recess. It is important, however, to get outside for fresh air whenever weather permits. Please send your children to school with the appropriate clothing: gloves, mittens, coats, sweaters, scarves, stocking caps, snow boots, etc. If your child must remain indoors, please be sure the teacher has been notified with doctor's note.

## **Disruptive Items**

USD #457 administration and staff are not responsible for valuables that students bring to school. **Backpacks, electronic pagers, toys, hats, necklaces, sunglasses, CDs, telephones, and any other item that staff deem disruptive are not permitted at school.** Staff will collect items that disrupt the education of students or others. These items will be returned when the parents can come pick them up.

**Alcohol, tobacco, illegal drugs, weapons and dangerous items are prohibited. This includes toy guns or toy weapons.**

If students are in possession of such items parents will be contacted immediately and the students will be suspended for a minimum of one day.

## **Telephone Use**

The school phone is a business phone. Messages are taken for non-emergency situations.

## **Fire, Tornado, and Crisis Drill**

These are regularly scheduled drills throughout the school year. Each student should become familiar with the exit procedures for each classroom. There are emergency exit routes posted by each doorway. In the event of a crisis (drill or real) all doors will be locked and no one will be allowed to enter until an all clear has been given.

## **Acceptable Computer Use Guidelines USD 457**

The computers in this school are to be used to enhance the educational opportunities of the students in Garden City School. It is important that staff and students are aware of the law and local policies governing computer use and ethics. Parents must sign an Acceptable Internet Use form that will be kept on file.

### **Calm-Down Policy**

The purpose of a calm-down area is to help the student regain control. A student who is not under instructional control and/or is in danger of hurting himself/herself, others, or personal property will be directed or physically assisted to a calm-down area.

### **Behavior Expectations**

All students attending school are expected to conduct themselves in a manner that is safe. A student who becomes a danger or is destructive to property may be physically restrained and/or removed to an area that has been deemed safe.

### **Pick-Up and Drop off Procedure**

AM students should be dropped off no earlier than **8:15** and PM students no earlier than **1:15**. Parents and students will enter and exit from the east or south doors only.

**Parents are expected to walk their children into the building when they are dropping them off. For safety reasons no students should enter the building alone. AM and PM students will be picked up at their classroom door. Parents need to wait until the bell rings. The teacher will open the door and release students to parents. All students need to be signed out.**

If you are picking your student up before class dismisses you must stop at the front office to sign them out. If you are over **10** minutes late picking up your student they will be in the office. When picking up your child you must sign them out. **Students will not be released to any adult that is not listed on the emergency contact list.** Please contact the office if you would like to add or remove any individuals to your child emergency contacts.

### **Parking**

For the safety and welfare of the staff and students please follow all traffic signs in the parking lots and street. Make sure you do not double park or park in the bus zones. **Handicap parking is for families and staff with a handicap tag.**

### **Holidays and Birthdays**

(If you do not celebrate Holidays please inform your students' teacher so they are aware.)

The decision to have a classroom **Holiday** party is up to each teacher. Please check with them. Due to sanitation and safety concerns, students and staff are prohibited from bringing non-prepackaged food items into the school to share with students. **Treats must comply with the districts wellness policy. We do not allow cake or cupcakes for a child's birthday. Please bring prepackaged snacks that are healthy.**

## **GAAF Emergency Safety Interventions** (See-GAO,JRB,JQ,and KN)9/12/16 **GAAF**

The board of education is committed to limiting the use of Emergency Safety Intervention ("ESI"), such as seclusion and restraint, with all students. Seclusion and restraint shall be used only when a student's conduct necessitates the use of an emergency safety intervention as defined below. The board of education encourages all employees to utilize other behavioral management tools, including prevention techniques, de-escalation techniques, and positive behavioral intervention strategies.

This policy shall be made available on the district website with links to the policy available on any individual school pages. In addition, this policy shall be included in at least one of the following: each school's code of conduct, school safety plan, or student handbook. Notice of the online availability of this policy shall be provided to parents during enrollment each year.

### Definitions

“Campus police officer” means a school security officer designated by the board of education of any school district pursuant to K.S.A. 72-8222, and amendments thereto.

“Chemical Restraint” means the use of medication to control a student's violent physical behavior or restrict a student's freedom of movement.

“Emergency Safety Intervention” is the use of seclusion or physical restraint, but does not include physical escort or the use of time-out.

“Incident” means each occurrence of the use of an emergency safety intervention.

“Law enforcement officer” and “police officer” mean a full-time or part-time salaried officer or employee of the state, a county, or a city, whose duties include the prevention or detection of crime and the enforcement of criminal or traffic law of this state or any Kansas municipality. This term includes a campus police officer.

“Legitimate law enforcement purpose” means a goal within the lawful authority of an officer that is to be achieved through methods or conduct condoned by the officer's appointing authority.

“Mechanical Restraint” means any device or object used to limit a student's movement.

“Parent means: (1) a natural parent; (2) an adoptive parent; (3) a person acting as a parent as defined in K.S.A. 72-1046(d)(2), and amendments thereto; (4) a legal guardian; (5) an education advocate for a student with an exceptionality; (6) a foster parent, unless the student is a child with an exceptionality; or (7) a student who has reached the age of majority or is an emancipated minor.

“Physical Escort” means the temporary touching or holding the hand, wrist, arm, shoulder, or back of a student who is acting out for the purpose of inducing the student to walk to a safe location.

“Physical Restraint” means bodily force used to substantially limit a student's movement, except that consensual, solicited, or unintentional contact and contact to provide comfort, assistance, or instruction shall not be deemed to be physical restraint.

“School resource officer” means a law enforcement officer or police officer employed by a local law enforcement agency who is assigned to a district through an agreement between the local law enforcement agency and the district.

“School security officer” means a person who is employed by a board of education of any school district for the purpose of aiding and supplementing state and local law enforcement agencies in which the school district is located, but is not a law enforcement officer or police officer.

“Seclusion” means placement of a student in a location where all of the following conditions are met: (1) the student is placed in an enclosed area by school personnel; (2) the student is purposefully isolated from adults

and peers; and (3) the student is prevented from leaving, or reasonably believes that he or she will be prevented from leaving the enclosed area.

“Time-out” means a behavioral intervention in which a student is temporarily removed from a learning activity without being secluded.

### Prohibited Types of Restraint

All staff members are prohibited from engaging in the following actions with all students:

- Using face-down (prone) physical restraint;
- Using face-up (supine) physical restraint;
- Using physical restraint that obstructs the student’s airway;
- Using physical restraint that impacts a student’s primary mode of communication;
- Using chemical restraint, except as prescribed treatments for a student’s medical or psychiatric condition by a person appropriately licensed to issue such treatments; and
- Use of mechanical restraint, *except*:
  - Protective or stabilizing devices required by law or used in accordance with an order from a person appropriately licensed to issue the order for the device;
  - Any device used by a certified law enforcement officer to carry out law enforcement duties; or
  - Seatbelts and other safety equipment when used to secure students during transportation.

### Use of Emergency Safety Interventions

ESI shall be used only when a student presents a reasonable and immediate danger of physical harm to such student or others with the present ability to effect such physical harm. Less restrictive alternatives to ESI, such as positive behavior interventions support, shall be deemed inappropriate or ineffective under the circumstances by the school employee witnessing the student’s behavior prior to the use of any ESI. The use of ESI shall cease as soon as the immediate danger of physical harm ceases to exist. Violent action that is destructive of property may necessitate the use of an ESI. Use of an ESI for purposes of discipline, punishment or for the convenience of a school employee shall not meet the standard of immediate danger of physical harm.

### ESI Restrictions

A student shall not be subjected to ESI if the student is known to have a medical condition that could put the student in mental or physical danger as a result of ESI. The existence of such medical condition must be indicated in a written statement from the student’s licensed health care provider, a copy of which has been provided to the school and placed in the student’s file.

Such written statement shall include an explanation of the student’s diagnosis, a list of any reasons why ESI would put the student in mental or physical danger, and any suggested alternatives to ESI. Notwithstanding the provisions of this subsection, a student may be subjected to ESI, if not subjecting the student to ESI would result in significant physical harm to the student or others.

### Use of Seclusion

When a student is placed in seclusion, a school employee shall be able to see and hear the student at all times.

All seclusion rooms equipped with a locking door shall be designed to ensure that the lock automatically disengages when the school employee viewing the student walks away from the seclusion room, or in case of emergency, such as fire or severe weather.

A seclusion room shall be a safe place with proportional and similar characteristics as other rooms where students frequent. Such room shall be free of any condition that could be a danger to the student-well ventilated and sufficiently lighted.

### Training

All staff members shall be trained regarding the use of positive behavioral intervention strategies, de-escalation techniques, and prevention techniques. Such training shall be consistent with nationally recognized training programs on ESI. The intensity of the training provided will depend upon the employee's position. Administrators, licensed staff members, and other staff deemed most likely to need to restrain a student will be provided more intense training than staff who do not work directly with students in the classroom. District and building administration shall make the determination of the intensity of training required by each position.

Each school building shall maintain written or electronic documentation regarding the training that was provided and a list of participants, which shall be made available for inspection by the state board of education upon request.

### Notification and Documentation

The principal or designee shall notify the parent, the same day as an incident. The same-day notification requirement of this subsection shall be deemed satisfied if the school attempts at least two methods of contacting the parent. A parent may designate a preferred method of contact to receive the same-day notification. Also, a parent may agree, in writing, to receive only one same-day notification from the school for multiple incidents occurring on the same day.

Documentation of the ESI used shall be completed and provided to the student's parents no later than the school day following the day of the incident. Such written documentation shall include: (A) The events leading up to the incident; (B) student behaviors that necessitated the ESI; (C) steps taken to transition the student back into the educational setting; (D) the date and time the incident occurred, the type of ESI used, the duration of the ESI, and the school personnel who used or supervised the ESI; (E) space or an additional form for parents to provide feedback or comments to the school regarding the incident; (F) a statement that invites and strongly encourages parents to schedule a meeting to discuss the incident and how to prevent future incidents; and (G) email and phone information for the parent to contact the school to schedule the ESI meeting. Schools may group incidents together when documenting the items in subparagraphs (A), (B) and (C) if the triggering issue necessitating the ESIs is the same.

The parent shall be provided the following information after the first and each subsequent incident each school year: (1) a copy of this policy which indicates when ESI can be used; (2) a flyer on the parent's rights; (3) information on the parent's right to file a complaint through the local dispute resolution process (which is set forth in this policy) and the complaint process of the state board of education; and (4) information that will assist the parent in navigating the complaint process, including contact information for Families Together and the Disability Rights Center of Kansas. Upon the first occurrence of an incident of ESI, the foregoing information shall be provided in printed form or, upon the parent's written request, by email. Upon the occurrence of a second or subsequent incident, the parent shall be provided with a full and direct website address containing such information.

## Law Enforcement, School Resource, and Campus Security Officers

Campus police officers and school resource officers shall be exempt from the requirements of this policy when engaged in an activity that has a legitimate law enforcement purpose. School security officers shall not be exempt from the requirements of this policy.

If a school is aware that a law enforcement officer or school resource officer has used seclusion, physical restraint, or mechanical restraint on a student, the school shall notify the parent the same day using the parent's preferred method of contact. A school shall not be required to provide written documentation to a parent, as set forth above, regarding law enforcement use of an emergency safety intervention, or report to the state department of education any law enforcement use of an emergency safety intervention. For purposes of this subsection, mechanical restraint includes, but is not limited to, the use of handcuffs.

## Documentation of ESI Incidents

Except as specified above with regard to law enforcement or school resource officer use of emergency safety interventions, each building shall maintain documentation any time ESI is used with a student. Such documentation must include all of the following:

- Date and time of the ESI,
- Type of ESI,
- Length of time the ESI was used,
- School personnel who participated in or supervised the ESI.
- Whether the student had an individualized education program at the time of the incident.
- Whether the student had a section 504 plan at the time of the incident, and whether the student had a behavior intervention plan at the time of the incident.

All such documentation shall be provided to the building principal, who shall be responsible for providing copies of such documentation to the superintendent or the superintendent's designee on at least a biannual basis. At least once per school year, each building principal or designee shall review the documentation of ESI incidents with appropriate staff members to consider the appropriateness of the use of ESI in those instances.

## Reporting Data

District administration shall report ESI data to the state department of education as required.

## Parent Right to Meeting on ESI Use

After each incident, a parent may request a meeting with the school to discuss and debrief the incident. A parent may request such meeting verbally, in writing, or by electronic means. A school shall hold a meeting requested under this subsection within 10 school days of the parent's request. The focus of any such meeting shall be to discuss proactive ways to prevent the need for emergency safety interventions and to reduce incidents in the future.

For a student with an IEP or a Section 504 plan such student's IEP team or Section 504 plan team shall discuss the incident and consider the need to conduct a functional behavioral assessment, develop a behavior intervention plan or amend the behavior intervention plan if already in existence.

For a student with a section 504 plan, such student's section 504 plan team shall discuss and consider the need for a special education evaluation. For students who have an individualized education program and are placed

in a private school by a parent, a meeting called under this subsection shall include the parent and the private school, who shall consider whether the parent should request an individualized education program team meeting. If the parent requests an individualized education program team meeting, the private school shall help facilitate such meeting.

For a student without an IEP or Section 504 plan the school staff and the parent shall discuss the incident and consider the appropriateness of a referral for a special education evaluation, the need for a functional behavioral assessment, or the need for a behavior intervention plan. Any such meeting shall include the student's parent, a school administrator for the school the student attends, one of the student's teachers, a school employee involved in the incident, and any other school employees designated by the school administrator as appropriate for such meeting.

The student who is the subject of such meetings shall be invited to attend the meeting at the discretion of the parent. The time for calling such a meeting may be extended beyond the 10-day limit if the parent of the student is unable to attend within that time period. Nothing in this section shall be construed to prohibit the development and implementation of a functional behavior assessment or a behavior intervention plan for any student if such student would benefit from such measures.

### Local Dispute Resolution Process

If a parent believes that an emergency safety intervention has been used on the parent's child in violation of state law or board policy, the parent may file a complaint as specified below.

The board of education encourages parents to attempt to resolve issues relating to the use of ESI informally with the building principal and/or the superintendent before filing a formal complaint with the board. Once an informal complaint is received, the administrator handling such complaint shall investigate such matter, as deemed appropriate by the administrator. In the event that the complaint is resolved informally, the administrator must provide a written report of the informal resolution to the superintendent and the parents and retain a copy of the report at the school. The superintendent will share the informal resolution with the board of education and provide a copy to the state department of education.

If the issues are not resolved informally with the building principal and/or the superintendent, the parents may submit a formal written complaint to the board of education by providing a copy of the complaint to the clerk of the board and the superintendent within thirty (30) days after the parent is informed of the incident.

Upon receipt of a formal written complaint, the board president shall assign an investigator to review the complaint and report findings to the board as a whole. Such investigator may be a board member, a school administrator selected by the board, or a board attorney. Such investigator shall be informed of the obligation to maintain confidentiality of student records and shall report the findings of fact and recommended corrective action, if any, to the board in executive session.

Any such investigation must be completed within thirty (30) days of receipt of the formal written complaint by the board clerk and superintendent. On or before the 30<sup>th</sup> day after receipt of the written complaint, the board shall adopt written findings of fact and, if necessary, appropriate corrective action. A copy of the written findings of fact and any corrective action adopted by the board shall only be provided to the parents, the school, and the state department of education and shall be mailed to the parents and the state department within 30 days of the board's receipt of the formal complaint.

If desired, a parent may file a complaint under the state board of education administrative review process within thirty (30) days from the date a final decision is issued pursuant to the local dispute resolution process.

Approved: 7/22/13

Revised: 5/19/14; 8/31/15; 9/12/16

## **PARENT/GUARDIAN ACKNOWLEDGEMENT FORM**

**\* This form must be signed and returned to Garfield Early Childhood Center.**

This is to acknowledge that I (we) have received and read a copy of the Garfield Early Childhood Center Student/Parent Handbook for the 2022-2023 school year.

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**Print Student Name**

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**Parent/Guardian Signature**

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**Parent/Guardian Signature**

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**Date**

## GCHS Student Handbook Changes

Page #	Change
General	Updated contact names and numbers.
p14	<b>Removed:</b> <del>All activity passes will be purchased through the athletic office and entitle the owner to attend all school activities with the exception of dances, tournaments, school musicals, and KSHSAA playoff games without charge.</del>
p14	<b>Adjusted Wording:</b> Students may bring a guest who is not a GCHS student to homecoming and the prom, but must pre-register them with the dance sponsor by <del>noon on the Friday one week the advertised deadline</del> before the dance. The administration reserves the right to refuse admittance to any student or guest.
p17	<b>Removed the word “consecutive” from the following sentence:</b> “Pre-arranged absences may not exceed ten (10) <del> consecutive</del> school days unless extenuating circumstances exist.”
p37	<b>Removed the following:</b> “Display of parking permit is required to park on school grounds. It must be placed in lower left hand corner of the front window. The production and use of illegal or fake passes will result in disciplinary consequences.”
p39	<b>Added JDDAA Student Activity Drug/Alcohol Testing Policy</b>
p43	<b>Added USD 457 Discipline Policy Graphics (grades 7-12)</b>

# STUDENT HANDBOOK 2024-2025



## GARDEN CITY HIGH SCHOOL

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Principal: Steve Nordby  
2720 Buffalo Way Blvd.  
Garden City, Kansas 67846

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## SECTION I-INTRODUCTION

## **ABOUT GCHS**

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Garden City High School is a comprehensive 6A school that currently enrolls approximately 2100 students. Our staff consists of 119 certified staff and 50 support staff members.

GCHS offers a dynamic academic curriculum to challenge each student to the limit of his or her abilities, and a rigorous extracurricular program to enhance the social and physical development of each student.

## **ACADEMIES AT GCHS**

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### **What is an Academy?**

Academies are small, personalized learning communities within a high school. An academy involves teachers from different subjects working together as a team to integrate academic and technical curriculum with career information.

### **What are the benefits of Academies?**

- A team of teachers provide a personalized and supportive learning environment for a group of students.
- Students practice and develop leadership and teamwork skills through project-based learning activities.
- This type of learning motivates students to apply the content and skills they learn to a real situation.
- Students' education is enriched by academy fieldtrips, projects, and exposure to business/industry/careers.
- Student achievement improves as content is integrated among academy courses.

### **What is the purpose of an Academy?**

The goal is to provide students with knowledge for lifelong learning and opportunities for successful careers in a global society. This includes but is not limited to problem solving, teamwork, goal setting and planning.

### **What is the GCHS model of Academies?**

For the 2024-2025 school year, GCHS will have four academies, which will be called "schools" and one will contain two smaller academies within the one school.

- o 9<sup>th</sup> Grade Academy
- o School of Arts and Communications
- o School of Public Services
- o School of Trade and Health Sciences

Each student will select a school during pre-enrollment with their counselor. Students can't change schools during a school year, but can change from year to year if they wish to do so. Students can take elective classes from any of the schools.

**Please feel free to visit with a principal or your student's counselor about our academy model or your student's enrollment selections**

# High School Directory

## MAIN OFFICE CONTACTS:

Steve Nordby	Head Principal	(620) 805-5407
Lisa Barrie	Registrar	(620) 805-5404
Claudia Ponce	Secretary	(620) 805-5406
Angela Garcia	Secretary	(620) 805-5401
Aaron Riojas	Secretary	(620) 805-5402
Bethany Howard	Special Ed Coordinator	(620) 805-5528
Alma Garcia	Career Center	(620) 805-5414
Olga Barrios	Truancy Officer	(620) 805-5527

## TRADE AND HEALTH ACADEMY CONTACTS:

Ryan Meng	Lead Associate Principal	(620) 805-5424
Karina Umanzor	Secretary	(620) 805-5423
Fernando Alvarez	Trade Academy Counselor	(620) 805-5426
Emily Hamlin DeLoach	Health Academy Counselor	(620) 805-5461

## ARTS AND COMMUNICATION ACADEMY CONTACTS:

Dr. Virginia Duncan	Associate Principal	(620) 805-5418
Dana Dodge	Secretary	(620) 805-5417
Brandon Fisher	Counselor	(620) 805-5419

PUBLIC SERVICE ACADEMY CONTACTS:

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Whitney Linenberger	Associate Principal	(620) 805-5437
Adel Parr	Secretary	(620) 805-5438
Jennifer Meng	Counselor	(620) 805-5439
Maribel Sanchez	ESL Coordinator	(620) 805-5536

FRESHMAN ACADEMY CONTACTS:

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Melissa Riggle	Associate Principal	(620) 805-5446
Amy Cospers	TOSA	(620) 805-5471
Neil Hahn	Secretary	(620) 805-5445
Breann Dennis	Counselor	(620) 805-5427

ATHLETIC OFFICE CONTACTS:

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Matt Bayer	Athletic & Activities Director	(620) 805-5433
John Ford	Athletics Facilitator	(620) 805-5598
Gina Basilio	Secretary	(620) 805-5431

## OTHER IMPORTANT CONTACTS:

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- Garden City Public Schools, USD 457, does not discriminate on the basis of race, color, national origin, sex, age or handicap in admission or access to, or treatment or employment in, its programs and activities. If you have any questions regarding the above, please contact:

**Josh Guymon**  
**620-805-7000**

Title IX and Section 504 Coordinator

- USD #457 Safety Committee Mission Statement:

“Our schools should be a safe haven for teaching and learning free of crime and violence.”

Reporting school crime, violence, or suspicious activity is the job of every Garden City High School student. Below you will find the questions asked when you call the Kansas School Safety Hotline. Your information is kept 100% confidential! Take a minute, make a difference.

### **KANSAS SCHOOL SAFETY HOTLINE** **1-877-626-8203**

- |   |   |
|---|---|
| <input type="checkbox"/> What is your USD #?                                    | <input type="checkbox"/> Suspect's past actions?  |
| <input type="checkbox"/> What is the Name of the School?                        | <input type="checkbox"/> Suspect's friends or sympathizers?   |
| <input type="checkbox"/> What is the City, County of School?                    | <input type="checkbox"/> Method of travel to school?  |
| <input type="checkbox"/> Is the concern a method of threat or action?           | <input type="checkbox"/> Vehicle description where necessary  |
| <input type="checkbox"/> Does it involve a weapon or device?                    | <input type="checkbox"/> What is the allegation? (summary of entire call)                                       |
| <input type="checkbox"/> Did you see it?  | <input type="checkbox"/> Do you attend the school in question?  |
| <input type="checkbox"/> If you did, where at?                                  | <input type="checkbox"/> Have you called the hotline before?  |
| <input type="checkbox"/> What did it look like?                                 | <input type="checkbox"/> This incident or another?  |
| <input type="checkbox"/> What is the timetable of concern?                      | <input type="checkbox"/> Information is faxed to local law enforcement and appropriate school officials-call is |
| <input type="checkbox"/> Who is being threatened or who is the intended victim? | <input type="checkbox"/> made to verify someone is near a fax machine   |
| <input type="checkbox"/> Do you know why?                                       |   |
| <input type="checkbox"/> Suspected perpetrator(s)?                              |   |

- Services for individuals experiencing abuse or problems in the family or home environment.
  - o The Domestic Violence program provides advocacy information, education referrals to member agencies, as well as, shelter for victims of abuse.
  - o The Rape Crisis program offers individual support to rape victims as needed.

**Family Crisis Services**  
**106 W. Fulton Street**  
**Garden City, KS 67846**  
**1-800-275-0535**

**24-HOUR HOTLINE**  
**620-275-5911**

The Hotline is a 24-Hour service in which volunteers listen, serve as a catalyst in problem solving or decision-making, and refer individuals to others for help. Your identity and the information discussed will be kept confidential at the highest level.

## **ROLES AND RESPONSIBILITIES:**

### **ROLE OF A STUDENT**

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Garden City High School is a learning place. The primary mission of this school is to help students learn and prepare for a successful and productive future. Students, teachers, and administrators have different, but important, roles in this process. Students are the focus of all efforts in this school. A qualification needed by the student is a willingness and desire to prepare for a successful and productive adult life.

Responsibilities of the student are:

1. Attend class and report to class on time.
2. Bring appropriate learning materials to class (paper, pencil, books, and notebooks, iPad.)
3. Treat others with the respect and dignity they deserve.
4. Make challenging academic choices.
5. Establish and pursue personal career goals.
6. Prepare for and participate in the learning process.
7. Work with fellow students, faculty, administration, and parents to establish and achieve common guidelines and expectations.

Student achievement is reported every nine weeks. Semester grades become a part of the student's permanent record. The most accurate evaluation of the job performance of an individual student is success and productivity in adult life.

## **ROLE OF A PARENT**

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A thorough education of any student cannot be complete without a sincere and cooperative interest by parents. The education of students is much more easily achieved if parents recognize the importance of the following:

Responsibilities of the parent are:

1. Show a sincere interest in the academic and extracurricular performance of their student.
2. Ensure punctual attendance.
3. Establish and maintain openness in communication with the school.
4. Take responsibility for the student's health, personal cleanliness, grooming, and suitable clothing.
5. Assume responsibility in working with school personnel and community agencies in solving behavioral problems.
6. Develop and maintain their student's respect for law, other people, and the property of others.
7. Help the students develop a responsibility for their own actions. Students need encouragement. Encourage them with your positive expectations. Help them aim high.

## **ROLE OF A TEACHER**

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Aligned with the five core principles of the National Board for Professional Teaching Standards:

1. Teachers are committed to students and their learning.
2. Teachers know the subjects and how to teach those subjects to students.
3. Teachers are responsible for managing and monitoring student learning.
4. Teachers think systematically about their practice and learn from experience.
5. Teachers are members of learning communities.

## SECTION II- ACADEMIC POLICIES AND PROCEDURES

### ACADEMIC HONESTY

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Any student who is caught cheating and/or plagiarizing any school assignment will receive a failing grade for that assignment. The teacher will notify parent/guardian with a phone call or face-to-face meeting. The teacher will file a referral of academic dishonesty in student discipline records. Further incidents of cheating in any class at any time will result in a referral and may result in suspension or expulsion.

### ACADEMIC LETTERS

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Students may earn academic letters during grades 10, 11 and 12. The purpose of academic letters is to reward and recognize students who have maintained high grades while taking courses of academic rigor. The requirements are as follows:

- Grade 10 – 4.0 cumulative GPA
  - 2 semester index courses during the first semester of grade 10
- Grade 11 – 3.9 cumulative GPA
  - 4 semester index courses during the last two semesters
- Grade 12 – 3.8 cumulative GPA
  - 4 semester index courses during the last two semesters

Academic awards will be given once a year.

### BOOK FINES

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Students are given books in many classes and are required to return them in good condition. Students failing to return books will be charged the replacement cost. Students damaging books will be charged either repair or replacement cost. Letters will be sent reminding parents and students of

their obligations. Students with unpaid book fines or other debts will be turned over to the collection agency in May.

### CAREER CENTER

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The Career Center provides college and career information to students as well as resources for scholarships. The Career Center is open 10 minutes before school and 20 minutes after school hours and students sign up in the Career Center to visit with college representatives and to attend field trip opportunities. The Career Center is located in the main office area across from the auditorium.

### CLASS/SCHEDULE CHANGES

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Students are expected to maintain a full schedule throughout each semester of attendance at GCHS (exception: seniors may have a reduced schedule second semester pending earned credits and eligibility). A student's schedule will not be changed unless there is an academic misplacement; parent/guardian has been contacted by the counseling office and approval by academy principal. Exception: Some students may be moved to balance classes. Students may find different procedures in place at GCCC in regards to the same college class.

**\*IT IS IMPERATIVE TO UNDERSTAND THAT DUAL-CREDIT CLASSES ARE SUBJECT TO THE POLICIES AND PROCEDURES AT EACH INDIVIDUAL INSTITUTION.**

Classes may only be dropped with the approval of and consultation with GCHS Counselors and administration.

## CLASS SCHEDULES

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Garden City High School students are required to take a full schedule of a minimum of seven courses each semester. Zero hour and night school are additional classes in which students may enroll. Seniors may take a reduced schedule second semester as long as they meet eligibility requirements for activities in which they are participating and continue to enroll in courses needed for graduation.

## CLASS STANDINGS

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Students' class standings will be determined in the following manner:

- ❖ **Freshman:** 0-5credits
- ❖ **Sophomore:** 5.5-10.5credits and in attendance at least one year
- ❖ **Junior:** 11-16.5 credits and in attendance at least two years
- ❖ **Senior:** 17 or more credits and in attendance at least three years

## COUNSELING

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Students are encouraged to meet with their counselor often during the school year. The counselors' offices are open from 7:40 a.m. to 3:40 p.m. in each academy. GCHS counselors are available to help students in all areas, including academic concerns, future plans, and personal/social issues. Students and parents are welcome to contact their child's counselor at any time by email, phone, or individual meetings. If the counselor is unavailable, the student can fill out a request to see his/her counselor and a pass will be sent to the student as soon as the counselor is available. Parents can leave a message via voice mail, email, or with the academy secretary.

## DEFINITION OF A STUDENT

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All students enrolled at Garden City High School will have a complete schedule each semester. A complete schedule for GCHS students is defined as seven classes. Students who choose to take college classes may do so for dual credit. However, it is important to remember that a dual credit class counts toward meeting enrollment expectations.

**Exceptions** for Senior students to the above requirements are as follows:

- A senior who is taking GCCC courses (3 hour) which conflict with a GCHS time schedule for courses may create a need for that student to be enrolled in fewer classes than is required. The Principal must make such exemptions.
- Students who are classified as early graduates.
- Students with a Principal approved short schedule.

## DRIVERS TRAINING

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Drivers Training is available to students who are of legal driving age and at least a freshman at GCHS. Drivers Training classes are held outside of the regularly scheduled school day. Sign-up will be announced at the beginning of each semester.

## DUAL CREDIT COLLEGE CLASSES

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- If a student taking a GCCC dual credit course on the GCHS campus and drops the course for college credit by the drop deadline of GCCC, the student must stay in the class but transfer to the GCHS course equivalent (e.g. If a student drops GCCC English I, the student will remain in that classroom with that teacher the rest of the semester but be enrolled in GCHS English IV). If there is not availability in the general education course, the student may enroll in the Edgenuity equivalent.

- A student must receive the same grade on his/her college transcript as his/her high school transcript for college credit courses.
- Dual credit courses are not eligible for semester school credit recovery.
- These requirements apply to all dual credit classes, both semesters.
- Students may not take dual credit courses required for graduation without written parent / principal approval.

### **EARLY GRADUATION**

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Senior students can opt to graduate after the 1st semester of their senior year. The following conditions must be met:

- ✓ Students must complete seven semesters and all graduation requirements.
- ✓ Parents/guardians will be informed of the student's intention. Parent permission will be required for students who are below the age of 18.
- ✓ Students are advised to declare their intent of early graduation prior to the start of their last semester of attendance, in order to make necessary academic plans.
- ✓ As it relates to activity, early graduates forfeit all privileges as members of the student body with the exception of prom and graduation activities. Early graduates must stop by the office to pick up a visitor's pass.

### **EXIT INTERVIEWS**

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Students under the age of 18 who wish to not be enrolled in his school must bring his/her parent to meet with an administrator and a counselor for an exit conference.

### **EQUITY AND ACCESS IN ENROLLMENT OF RIGOROUS COURSES**

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All Garden City Public School District high school students will have open and equal access to rigorous courses. Open access

allows students desiring to take an advanced course offering (honors, dual credit, and/ or Advanced Placement classes) admission into that class. Garden City Public Schools encourages each student to take the most challenging courses for which the student is capable. A student's interests, abilities, goals, and past record of achievement should guide course selection. Each family will be provided clear and concise information, in multiple languages, regarding rigorous courses their child can take in high school to prepare for college, careers, and active citizenship. Parents and students will be informed during the course selection process of the benefits of enrolling in advanced courses and both the financial and academic support available to their child.

### **FINAL EXAMS**

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Finals will be conducted during the last week of each semester. All students are expected to be in attendance. Any student absent without parent consent will be marked unverified.

### **GRADE REPORTS**

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Garden City High School has adopted the philosophy of using grades-in-progress. Under this system, a student's academic progress is measured on a continuing basis throughout an entire semester. Grades-in-progress are reported at 9 week intervals and indicate the student's academic grade to that point in time. Final grades are issued at the end of each semester and are recorded in the student's permanent file.

<b>Grade</b>	<b>Meaning</b>	<b>Grade</b>
A 100-90	Excellent	4.0
B 89-80	Mastery	3.0
C 79-70	Acceptable	2.0
D 69-60	Below Average	1.0
F 59 & Below	Failure	0
P	Passing	0
I	Incomplete	0
WP	Withdraw Passing	0
WF	Withdraw Failing	0

## **GRADUATION REQUIREMENTS**

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Students graduating from Garden City High School must complete 24 credits of required coursework. (See the enrollment guide) Students who do not meet graduation requirements will be required to attend regularly scheduled classes through the end of the year. They will not be able to participate in graduation ceremonies and activities.

## **HOMEWORK**

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Homework is defined as written or non-written tasks assigned to students by teachers, which is meant to be completed during non-school hours. If homework is given, at least one of these purposes should be met:

- Practice newly taught skills
- Review previously mastered skills
- Develop independent study habits
- Extend and enrich the curriculum
- Explore community resources
- Complete unfinished assignment when adequate time was given in class.

Timely feedback will be provided by teachers when homework is assigned. Homework shall not be assigned as a means to discipline students.

*Homework recommendations, based on current educational research, will be provided to teachers to support them when developing and assigning homework.*  
Adopted: 2/17/92 Revised: 12/2/96, 7/10/17

## **INDEXED COURSES**

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The purpose of grade indexing at GCHS is to encourage students to make challenging academic choices by rewarding those students who elect to take courses, which demand more of their time and talents. Only designated courses are indexed by adding .005 per semester to the GPA for the purpose of class rank only. The student's actual GPA

will be unchanged by indexed grades. See the enrollment guide for more details.

## **LEGAL AGE**

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When a student turns 18, he/she has legal rights to make his/her own educational decisions. If a student chooses to exercise this right, he/she must meet with an academy principal to review the responsibilities associated with these legal rights. Parents will be notified of the student's desire to make his/her own educational decisions.

## **LATE WORK POLICY**

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Assignments must be turned in within 2 weeks. Deductions for late work during that time may be made at teacher's discretion; however, a student may not be penalized more than 50% during that time period.

## **LIBRARY**

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The school library provides a variety of materials for student use. ID's are required for checkout and the student is responsible for all fines, damages and lost articles. Individual students who report to the library are required to sign in and sign out when they arrive and leave the library.

## **NIGHT SCHOOL**

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Night school will be available to those students needing to complete classes required for graduation.

- Enrollment is limited to GCHS students.
- All school rules are in effect during the hours of night school.
- Night school offerings are limited. See counselors for details.
- Students who have 4 unexcused absences from night school will be dropped from the course.
- Students who exceed 4 absences, excused or unexcused, must meet with

the night school principal to discuss continued enrollment.

## SECTION III- ACTIVITIES & ATHLETICS

### DANCES /PROM

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All GCHS dances are structured for the enjoyment of students and are scheduled with the following guidelines:

- Dances will last about three hours.
- Students may bring a guest who is not a GCHS student to homecoming and the prom, but must pre-register them with the dance sponsor by the advertised deadline before the dance. The administration reserves the right to refuse admittance to any student or guest.
- Middle School students will not be allowed at our dances.
- Once students arrive at the dance, they should plan to stay. Those who choose to leave may not return.
- All school policies, including drugs, alcohol, and tobacco, are in effect for dances.
- Students who have been suspended or were absent on the day of the dance will not be allowed to attend.
- Student ID's are required for attendance at dances.
- Administrators will use metal detectors at school dances.
- Administration reserves the right to determine inappropriate dress and appropriate actions related to dance.

### ELIGIBILITY

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A student must meet eligibility requirements to represent GCHS in any activity, which involves inter-school, local competition, or school representation before a group.

### SPONSORED ACTIVITIES

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- ✓ KSHSAA requires a student to pass 5 (five) or more academic courses in the preceding semester. (This requirement applies to KSHSAA activities only)
- ✓ The student must be enrolled full time.
- ✓ Weekly eligibility requires students to be passing all but one class that she/he is currently enrolled in. Eligibility will be ran weekly and reported to activity sponsors/ athletic coaches.
- ✓ All participants in activities and athletics must adhere to the attendance policy. Unless excused by an administrator, a student must be in attendance all day on the date of an event, or on the day of departure for an event in order to participate. Student may not participate in their activity or athletic practice or event if they had in-school suspension or out of school suspension on that day. Administrators may allow a student to be absent and still participate if the student is absent for a court subpoena appearance, a doctor appointment, or a funeral. Participants must make prior arrangements with the coach/sponsor and the administration. If a student is more than 10 minutes late for class, the student is considered absent as it relates to this eligibility policy. If it is determined a student has been counted absent from any class after the event has started, or after the group has departed for the event, the student will be suspended from the next scheduled competition.
- ✓ A student must be in good standing to be eligible to participate in activities and athletics.

GCHS offers a variety of clubs and organizations for students. Participation in these activities is a great way for students to meet people with similar interests and ideas.

Participation is by no means limited to any one club or organization.

### **SPORTSMANSHIP/RULE 52**

In keeping with the Kansas State High School Activities Association requirement to both encourage and enforce good sportsmanship, we ask that all students assist us in honoring Rule 52. Rule 52 requires the following:

- Be courteous to all - participants, coaches, officials, staff and fans.
- Know the rules, abide by and respect the official's decisions.
- Win with character and lose with dignity.
- Display appreciation for good performance regardless of the team.
- Exercise self-control and reflect positively upon yourself, team and school.
- Permit only positive sportsmanlike behavior to reflect on your school or its activities.
- All actions are to be for, not against; positive, not negative or disrespectful!

***Students who violate Rule 52, or who display any type of poor sportsmanship, will be ejected from the activity, may be subject to loss of the privilege of attending school activities, as well as further disciplinary actions.***

# SECTION IV- ATTENDANCE POLICIES AND PROCEDURES

## ATTENDANCE GUIDELINES

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The Board of Education requires the regular attendance of all students in their assigned classes and activities. Provisions have been made for those occasions when it is absolutely necessary for a student to be absent. All absences must be restricted to essential causes according to the school board policy section JBD. Students may be dropped from the roll after all reasonable attempts have been made to determine current status or location of the student.

When a student knows he/she will be absent from a class for whatever reason, including school activities, he/she should let the teacher know in advance of the absence. This is a simple courtesy that is much appreciated by the staff.

## GENERAL ATTENDANCE PROCEDURES

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Attendance will be reported every period of the day. Parents/guardians are asked to call the appropriate academy office when their child will be absent from school. This can also be done by sending a note with the student the day he/she returns to school. When parents/guardians request that students leave the campus during the school day, a note from home or a phone call will be required and a permit to leave must be secured. During the school day, students must secure official permission before missing a class or leaving the campus. **DO NOT LEAVE CAMPUS WITHOUT FIRST OBTAINING A PASS FROM YOUR ACADEMY OFFICE.** Students enrolled in Work Based Learning or On the Job Training and elementary teacher aide's classes will receive passes from the GCHS instructors. Failure to comply with attendance procedures may result in disciplinary action. In order for the Garden City High School staff to do the best

possible job of educating the students entrusted to them, the students must be in regular attendance. A successful educational program requires the cooperation of the parent, the student, and the school staff at all points in the process. One of the most vital points is that of student attendance. We cannot teach a student who is not present.

## CHECKING OUT

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Students leaving school during the day must check out with the academy office. Failure to obtain permission to leave school will be considered unexcused. **GCHS is a closed campus.** Students leaving school without a valid excuse will be subject to ISS on the following school day.

## COLLEGE VISITATIONS

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Students are expected to utilize their summer vacation time, holiday and quarter breaks, and weekends to contact and visit colleges. When a student feels it necessary to miss a school day for such a visit and would like the absence recorded as school related and not count against attendance, the following guidelines are to be followed:

- Only juniors and seniors may be considered.
- College visitation requests made less than one week prior to the actual visit may not be granted.
- As with all absences, parent verification is needed.
- These absences must be pre-arranged.
- Students must meet eligibility standards.

## FAMILY VACATION DURING THE SCHOOL YEAR

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Family vacations taken during the school year are discouraged. At those times when families must take their vacations during the school year, such absence may be excused, provided that each of the following conditions are met:

- Absence of the student must be arranged a minimum of two (2) school days before the scheduled vacation.
- The student must be in good standing in classes. His/her grade point average must be within the guidelines of the building policy for athletic/activity participation.
- No student who has displayed previous attendance problems will be excused for family vacations. His/her attendance rate must be at least 85%.
- Class work/homework will be assigned by the teacher(s) prior to the absence on an Application for Pre-Arranged Absence form, included within this policy.
- Class work/homework assignments are due the day the student returns to school following the vacation. For class work/homework that must be performed in the school building, such as lab assignments or experiments, the student will be allowed one school day per day of absence to make up such assignments.
- If student does not attend school after the pre-arranged absence, further action will be taken, such as being dropped from the roll or truancy filed.
- Pre-arranged absences may not exceed ten (10) school days unless extenuating circumstances exist.

## MAKE-UP POLICY

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A student shall have the opportunity to make up all work and time missed for excused absences. Time allocation for completion shall be one-day make up for one day missed. Any time a student is suspended from school, that student shall be responsible for keeping up with his/her classes in the lessons covered or assigned. Teachers will accept all work when absences are excused and grade according to work and time limits set forth in the individual classroom guidelines. Students need to make arrangements with their teacher, ahead of time, when they will be gone for an activity.

## PRE-ARRANGED ABSENCES

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Students must get a pre-arranged absence form and have it signed by all teachers before they leave school for a reason that can be pre-arranged. There is a minimum time period of 24 hours before leaving to get the pre-arranged form filled out. Failure to do so can result in an unexcused absence. Forms for pre-arranged absences are to be picked up and returned to the academy office secretary **before** the student leaves. Students are to use the pre-arranged absence form for extended medical appointments or hospital stays. Students must meet the same eligibility requirements as students who are involved in extra-curricular activities. ***A student must be passing 6 out of 7 classes to be excused.*** Failure to meet these requirements will result in the absences being recorded as unexcused. The Administration will check on the student's attendance and assign the appropriate consequences.

## TARDY POLICY

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- ❖ Must be in class when the second bell has rung.
- ❖ No tardy is to be excused unless the student has a signed pass from a teacher, an administrator, or the office.
- ❖ Any student without a pass is truant.
- ❖ Any time a student is more than ten (10) minutes late to class, the student will be marked W (tardy after ten minutes) for that hour unless they have a signed pass.
- ❖ Students who are tardy to class more than 10 times in a semester will be disciplined. Discipline may include assignment of Saturday School and/or suspension.

## TRUANCY LAW

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### ***K.S.A. 72-1113 School Attendance Law***

Whenever a child is required by law to attend school and is enrolled in school, and the child is inexcusably absent on either three consecutive school days or five school days in any semester or seven school days in any school year, whichever of the foregoing occurs first, the child shall be considered to be not attending school as required by law. A child is inexcusably absent from school if the child is absent from all or any part of a school day without a valid excuse acceptable to the school employee designated by the board of education to have responsibility for the school attendance of such child.

Prior to making any report under this section that a child is not attending school as required by law, the designated employee of the board of education shall serve written notice thereof, by personal delivery or by first class mail, upon a parent or person acting as parent of the child. The notice shall inform the parent or person acting as parent that continued failure of the child to attend school

without a valid excuse will result in a report being made to the Secretary of Social and Rehabilitation Services or to the county or district attorney. Upon failure, on the school day next succeeding personal delivery of the notice or within three school days after the notice was mailed, of attendance at school by the child or of an acceptable response, as determined by the designated employee, to the notice by a parent or person acting as parent of the child, the designated employee shall make a report thereof in accordance with the provisions of subsection (a). The designated employee shall submit with the report a certificate verifying the manner in which notice was provided to the parent or person acting as parent.

Whenever a law enforcement officer assumes temporary custody of a child who is found away from home or school without a valid excuse during the hours school is actually in session, and the law enforcement officer delivers the child to the school in which the child is enrolled or to a location designated by the school in which the child is enrolled to address truancy issues. The designated employee of the board of education shall serve notice thereof upon a parent or person acting as parent of the child. The notice may be oral or written and shall inform the parent or person acting as parent of the child that the child was absent from school without a valid excuse and was delivered to school by a law enforcement officer

# SECTION V- CODE OF CONDUCT

## BULLYING (POLICY # JDDC, GAAB, JGEC, JGEA, JDD AND EBC)

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- ***Bullying Behavior Definition:***  
Bullying includes any gesture, written, verbal or physical act where the perpetrator engages in repeated conduct that physically or mentally harms a student or damages a student’s property; places a student in reasonable fear of physical harm or insults or demeans any student or group of students in such a way as to disrupt or interfere with the school mission or the education of any student.
  
- The board of education prohibits bullying in any form, including electronic means, on or while using school property, in a school vehicle or at a school-sponsored activity or event. District policy will be implemented when bullying behaviors are reported.
  
- The staff at Garden City Public Schools is committed to providing a safe and orderly environment for all students to attend school. Bullying behaviors are not acceptable in our schools. Students should report any bullying behaviors. Staff members who see bullying behavior are encouraged to intervene and should report to the appropriate adult at the school. Cases of bullying/harassment will be documented in Skyward discipline.

## DISCIPLINE

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Disciplinary measures are given to students in accordance to his/her total and type of office referrals. Examples of disciplinary measures include but are not limited to: student conference, parent contact, detention, out of school suspension, referral to social agencies, police contact, restitution, long term suspension/expulsion, loss of activity or athletic participation, and loss of privilege to attend school activities.

### **LEVEL 1: Productive Personal**

**Environment** – Behaviors that occur in the classroom and affect only the misbehaving student. (Consequences are not progressive, the student and the consequences start each new day.)

- ❖ Minimum–Look in vicinity of the misbehavior.
- ❖ Maximum–Detention with the teacher.

### **LEVEL 2: Productive Classroom**

**Environment** – Behaviors that occur in the classroom and interfere with the learning of others.

- ❖ Minimum – Verbal correction
- ❖ Maximum – In school suspension for that period.

- 2-1 Failure to follow reasonable request of teacher
- 2-2 Talking out
- 2-3 Horseplay
- 2-4 Disturbing another in any way
- 2-5 Being out of seat without permission
- 2-6 Showing disrespect/defiance
- 2-7 Improper use of equipment
- 2-8 Computer misuse

*Note: This list is not exclusive and other actions may fall in this category at discretion of administration.*

**LEVEL 3: Orderly Environment** – Behaviors that occur that are not intended to cause physical or mental harm to another individual, but do negatively affect an orderly environment.

- ❖ Minimum – Looking in direction
- ❖ Maximum – Out of school suspension

- 3-1 Disruptive behaviors in school environment
- 3-2 Disruptive behaviors at a school activity
- 3-3 Disruptive behaviors before and after school on school property
- 3-4 Gang related activity
- 3-5 Being in the hallway without a pass
- 3-6 Gambling
- 3-7 Solicitation (selling unauthorized items at school)
- 3-8 Inappropriate literature
- 3-9 Filing false emergency report
- 3-10 Unauthorized use, destruction or defacement of property
- 3-11 Tobacco (possession or use of)
- 3-12 Inappropriate display of affection (PDA)
- 3-13 Dress Code, ID or Cell phone violation
- 3-14 Computer misuse

*Note: This list is not exclusive and other actions may fall in this category at discretion of administration.*

**LEVEL 4: Safe Environment** – Behaviors that are intended to cause another individual physical or mental harm and/or are illegal.

- ❖ Minimum – Out of school suspension
- ❖ Maximum – Expulsion for 186 days

- 4-1 Gang related activity and affiliation
- 4-2 Weapons (possession or use of)
- 4-3 Theft
- 4-4 Fighting physical, aggression with anger, or intent to harm (2 referrals will result in a long-term hearing)
- 4-5 Intimidation and threats
- 4-6 Extortion
- 4-7 Gross disrespect toward adult

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- (cursing, name calling, gestures, etc.)
- 4-8 Defiance
- 4-9 Alcohol/drugs, drug paraphernalia (possession, sale or use of)
- 4-10 Sexual Harassment of any kind
- 4-11 Arson
- 4-12 Explosive devices (threat, possession or use of)
- 4-13 Use of a camera to invade privacy of others

*Note: This list is not exclusive and other actions may fall in this category at discretion of administration.*

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### STUDENT SUSPENSION

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The principals may suspend a student for violation of school policies. When a student is suspended he/she is not allowed to participate in school-sponsored competition or performances. See attendance guidelines for make-up policies. **In the case of out-of-school suspension, the student is not allowed on any school district property for the time of the suspension unless approval has been obtained from a principal.**

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### DISRUPTION OF SCHOOL

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A student shall not use any conduct intentionally to cause the substantial and material disruption or obstruction of any lawful function of the school. Neither shall he/she urge other students to engage in such conduct for the purpose of causing a disruption or obstruction of any lawful function of the school. The unacceptable conduct shall include but not be limited to:

1. Occupying any school building, school grounds or part thereof with intent to deprive others of its use;
2. Blocking the entrance or exit of any school building or corridor or room therein with intent to deprive others of lawful access to or from, or use of, the building or corridor or room;

3. Setting fire to or damaging any school building or property;
4. Firing, displaying or threatening use of firearms (including blank guns, starter pistols or gun look-a-likes), explosives or other weapons on the school premises for any unlawful purpose;
5. Preventing of or attempting to prevent by physical act the convening or continued functioning of any school, class or activity or of any lawful meeting or assembly on the school campus;
6. Preventing students from attending a class or school activity;
7. Continuously and intentionally making noise or acting in any manner so as to interfere with the teacher's ability to conduct class.

*A student shall not intentionally cause or attempt to cause damage to private property or attempt to steal private property either on the school grounds or during a school activity.*

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### **DRESS CODE**

This plan is designed to provide a more safe and orderly environment, which will exclude any style of dress, actions and or materials that are harmful to students. Anything that promotes gangs or the gang mentality, promotes drugs, alcohol, &/or sexual innuendo, displays nudity or partial nudity will be considered inappropriate. USD 457 secondary schools have developed this plan to be consistent, clear, and reasonable for all students and their apparel, as well as their actions and possessions.

The following list has been compiled to give students and parents an idea of what attire is considered to be inappropriate. By no means is this list complete and may be added to as the need arises. An individual's dress and grooming has a bearing on how others react toward them and therefore will affect behavior. Please dress appropriately:

- ❖ Daily clothing choices should promote a productive learning environment that reflects work-place readiness.
- ❖ ID's are expected to be worn and visible at all times throughout the day.
- ❖ All shorts, dresses & skirts must be appropriate length
- ❖ No see-through clothing.
- ❖ Appropriate logos or wording on clothing (no profanity, reference to alcoholic beverages, tobacco products, sexually suggestive sayings, illegal activities, drugs, gang activity or affiliation, etc.).
- ❖ No hats, caps, hairnets, scarves, or other head coverings are to be worn or carried on school grounds between the hours of 7:00 am to 3:50 pm. (Administration may exercise discretion)
- ❖ No jewelry that resembles drugs or illegal substances or that is affiliated with gang activity is to be worn to school.
- ❖ Trousers/slacks/skirts are to be worn at hip level. Pants that will not stay up at hip level without a belt (and are not being worn with a belt at the hip level) are considered inappropriate.
- ❖ No chains hanging from pants or chains used as jewelry. No jewelry that could be used as a weapon, such as jewelry with spikes, including piercings.
- ❖ Sleeveless shirt armholes must fit tightly around the arms.
- ❖ No sunglasses should be worn in the buildings.

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### **DRUGS, TOBACCO, AND ALCOHOL**

The use of alcohol, tobacco, and other illegal drugs, or the improper use of legal drugs is recognized to be extremely harmful to the individual who uses and to those around that individual. A student cannot learn to his full potential while under the influence of these substances. It is further recognized that all students have a right to be educated in a drug-free environment.

- **Inappropriate use and consequences:**  
The use, possession, or distribution of alcohol, other illegal drugs or the improper use of legal drugs are forbidden in school, on school property at any time, at school sponsored events (whether the event is on school property or elsewhere), or on school transportation. Any student who smells of alcohol or illegal drugs may be sent home under the substance abuse policy unless the student provides at their own expense proof that they are substance free. Any student who is suspected of use will be given a field sobriety test. Alcohol tests must be administered within 2 hours of leaving school premises. All other controlled substance tests must be administered within 12 hours. Any test for alcohol or controlled substance must be presented to GCHS administration within 24 hours.

- **District policy dictates the following:**
  1. ALL USD #457 employees and other personnel working with USD #457 students, as well as any other students under their direct or indirect supervision, who observe the use, sale, transfer, or possession of any drug, alcohol, tobacco, medication, or other chemical substance, or the paraphernalia associated with the administering of drugs, shall report immediately to the principal/designee.
  2. The principal will notify the city police department when there is physical evidence of an alcohol, tobacco, or drug violation. All search-and-seizure action will be taken in accordance with the guidelines set forth in Board of Education policy.
  3. In the case of a medical emergency related to substance abuse, the appropriate health professional, as well as parents or legal guardians, will be contacted. In case the parents or legal guardians cannot be contacted, the person designated on school

records as a contact person in the case of emergency will be informed. All information available will be made known to the parent or guardian, physician, and all others responsible for care and treatment.

4. Students who are concerned about their own substance abuse who notify faculty or staff will not be subject to suspension. Confidentiality will be observed while seeking and finding support for such students. However, self-disclosure can only be used once to avoid suspension.

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**DRUG FREE SCHOOLS BOARD POLICY**  
**JDDA**

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Maintaining drug free schools is important in establishing an appropriate learning environment for the district's students.

Unless otherwise specified in this policy, the possession, use, sale, or distribution and/or being under the influence of illicit drugs, controlled substances, and/or alcohol by students at school, on or in school property, or at school sponsored activities or events, is prohibited.

Possession, use, and/or being under the influence of a controlled substance by a student for the purposes of this policy shall only be permitted if such substance was:

1. Obtained directly from, or pursuant to a valid prescription or order, issued to such student from a person licensed by the state to dispense, prescribe or administer controlled substances;
2. In the case of use or possession, approved and administered, if administered at all, in accordance with board policy JGFGB and/or board policy JGFGBA; and

3. Used, if at all, in accordance with label directions.

### **Student Conduct**

As a condition of continued enrollment in the district, students shall abide by the terms of this policy.

Students shall not manufacture, sell, distribute, dispense, possess, use, and/or be under the influence of illicit drugs, controlled substances or alcoholic beverages at school, on or in school district property, or at any school activity, program or event. Any student violating the terms of this policy will be reported to the appropriate law enforcement officials, and will be subject to:

**First Offense:** A first time violator shall be subject to the following sanctions:

- A. The student will be suspended 0 - 3 days out of school, and/or may be referred for a long-term suspension hearing.
- B. Suspension from all student activities for a period of not less than 30 calendar days.
- C. Intervention by the Intervention Team will begin and recommendations will be made.
- D. Parents/guardians will be informed of suspension and the recommendation of the Intervention Team.

**Second Offense.** A second time violator shall be subject to the following sanctions:

- A. The student will be suspended 3 - 5 days out of school, and/or may be referred for a long-term suspension hearing.
- B. Suspension from all student activities for a period of not less than 120 calendar days.
- C. A student placed on long term suspension under this policy may be readmitted on a probationary status if the student agrees to complete a drug and alcohol rehabilitation program. (Name(s) of acceptable programs are on file with the board clerk.)
- D. Additional intervention will be conducted by the Intervention Team.
- E. Parents/guardians will be required to attend a staffing with the Intervention Team.

### **Third and Subsequent Offenses:**

A student who violates the terms of this policy for the third time, and any subsequent violations, shall be subject to the following sanctions:

- A. A punishment up to and including expulsion from school for a period not exceeding 186 school days.
  - B. Suspension from participation and attendance at all school activities for one calendar year.
  - C. A student who is expelled from school under the terms of this policy may be readmitted during the term of the expulsion only if the student has completed a drug and alcohol education and rehabilitation program at an acceptable program.
- Consequences for violations will be cumulative over a student's entire time as a student.

Students who are suspended or expelled under the terms of this policy will be afforded the due process rights contained in board policies and Kansas statutes, K.S.A. 72-6114, et seq. Nothing in this policy is intended to diminish the ability of the district to take other disciplinary action against the student in accordance with other policies governing student discipline. If a student agrees to enter into and complete a drug education or rehabilitation program, the cost of such program will be borne by the student and his or her parents.

A list of area drug and alcohol counseling and rehabilitation programs, along with names and addresses of contact persons for the programs, is on file with the board clerk. Parents or students should contact the directors of the programs to determine the cost and length of the program.

A copy of this policy will be provided to all students, and the parents of all students. Parents of all students will be notified that compliance with this policy is mandatory.

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## DRUGS & ALCOHOL ACTIVITY POLICY

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USD #457 and Garden City High School has a vital interest in maintaining a safe and healthful environment for all students, including those participating in school sponsored activities. Being under the influence of controlled substances/alcohol, or using a tobacco product, poses serious safety and health risks to the user and other students. USD 457 recognizes its obligations to its students for the provision of services and activities that are free of the influence of controlled substances, alcohol, and tobacco. USD 457 will endeavor through this policy to provide controlled substances, alcohol, and tobacco free participation by students in school sponsored activities. USD 457 further expresses its intent through this policy to comply with federal and state rules, regulations, or laws that relate to the maintenance of an educational environment free from controlled substances, alcohol, and tobacco, and to prevent accidents and injuries resulting from the use of controlled substances or alcohol. USD 457 believes that all students who participate in school-sponsored activities should refrain from the use of controlled substances, alcohol, and tobacco.

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## PROHIBITIONS

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- ❖ Controlled Substances/ Alcohol/Tobacco Use:
  - No student, at any time, shall consume, use, or possess controlled substances, alcohol, or tobacco. This prohibition applies at all times, regardless of whether a student is on school premises, or directly participating in, or at, a school-sponsored activity.
- ❖ Refusal to submit to a required controlled substances or alcohol test.

- No student shall refuse to submit to a reasonable suspicion controlled substances or alcohol test requested under this policy.

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## REASONABLE SUSPICION TESTING

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1. USD 457 may require a student to submit to a controlled substances test when USD 457 has reasonable suspicion to believe that the student has violated the prohibitions of this policy concerning controlled substances. USD 457's determination that reasonable suspicion exists to require the student to undergo a controlled substances test must be based on specific, contemporaneous, particularly observations concerning the appearance, attitude, behavior, speech, performance, or body odors of the student. The observations may include indications of the chronic and withdrawal effects of a controlled substance.
2. USD 457 may require a student to submit to an alcohol test when USD 457 has reasonable suspicion to believe that the student has violated the prohibitions of this policy concerning alcohol. USD 457's determination that reasonable suspicion exists to require the student to undergo an alcohol test must be based on specific, contemporaneous, particularly observations concerning the appearance, attitude, behavior, speech, performance, or body odors of the student.
3. A USD 457 employee who is trained to determine whether reasonable suspicion exists to require a student to undergo testing shall make the required observations for controlled substances, and/or alcohol reasonable suspicion testing. Also, a field sobriety test may be administered.
4. Any reasonable suspicion test required by this policy shall be performed in compliance with the procedure followed

by USD 457 for reasonable suspicion testing by USD 457 employees. USD 457 shall pay the cost of any reasonable suspicion testing. All reasonable suspicion test results shall be confidential, subject to disclosure only for purposes of enforcing this policy or the below noted policies of the USD 457 Board of Education (Board).

5. Before a student returns to participation in a school sponsored activity after engaging in conduct prohibited by this policy and after a test confirming the use of controlled substances or alcohol, or after a student refuses to submit to a requested reasonable suspicion controlled substances or alcohol test, the student shall undergo a return-to-participation controlled substances or alcohol test with a verified negative result. The student shall pay the cost of any return-to-participation testing.

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#### NOTIFICATIONS

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USD 457 shall notify a student of the results of a reasonable suspicion test for controlled substances or alcohol conducted under this policy.

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#### CONSEQUENCES RELATING TO ACTIVITIES

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Any student who violates any provision of this policy pertaining to controlled substances, alcohol, or tobacco shall be subject to Board policies JCDA, JCDAB, JDD, and JDAA, together with all supporting rules and regulations. Should a conflict exist between discipline and sanctions required by Board policies JCDA, JCDAB, JDD, and JDDA and this policy, Board policies shall control.

In addition to discipline provided in the Board policies set forth above, a student shall be subject to sanctions for violations of this policy, to be imposed by a coach or other USD 457 employee sponsor of a school sponsored activity, as follows:

- First Violation – student may be suspended from participation in a school-sponsored activity, for minimum one week up to 186 days at the discretion of the USD 457 employee imposing the sanction, based upon the severity and extent of the violation.
- Second and subsequent violations – student shall be suspended from participation in a school sponsored activity for not less than two (2) weeks, or more than 186 days.
- All students subject to the school sponsored activity sanctions imposed under this policy shall be entitled to due process rights as follows:
  - ☐ If student is suspended from participation for a term not to exceed two (2) weeks, student shall be entitled to the due process rights for a short term suspension set forth in Board policy JDD, if requested in writing by student or parent.
  - ☐ If student is suspended from participation for a term of more than two (2) weeks, student shall be entitled to the due process rights for a long-term suspension or expulsion set forth in Board policy JDD, if requested in writing by student or parent.
  - ☐ Refusal to submit to a requested reasonable suspicion controlled substances or alcohol test shall be grounds for suspension as if a violation had occurred.
  - ☐ For purpose of the cumulative violation/sanction provisions of this policy, violations shall be per

student, accumulated during the entire period of time a student is enrolled in USD 457.

- **Commission of a Felony:** If a student commits an act, which would be considered a felony under the laws of the State of Kansas, or any other state, if the student were an adult, regardless of whether the act was committed in or out of season, or school, and regardless of whether there has been an adjudication or conviction, then the student shall be ineligible to participate in any school sponsored activity or sport, for the current school year or the next school year, if the act occurs prior to an upcoming fall semester.

VI. INFORMATION AND TREATMENT

Each student who has engaged in controlled substances or alcohol use conduct prohibited by this policy shall be advised by USD 457 of the resources available to the student in evaluating and resolving problems associated with the use of controlled substances or alcohol, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

ELECTRONICS

Personal listening devices such as MP3 players, cellphones, and IPODS with earphones may be used at teacher discretion. The administration strongly suggests that these items be left at home as GCHS cannot assume responsibility for lost or stolen items. Students may not bring universal remote control devices to school. Students may not possess laser lights.

CELL PHONES

Cell phones are valuable communication tools; however, phones can be disruptive to

the learning environment and pose potential legal issues for students (i.e. inappropriate pictures, cheating, etc.).

To protect students' academic learning time and to maintain an appropriate learning environment, cell phones' policies at each grade level are as follows:

Elementary, Intermediate, and Middle Schools students are not allowed to use cell phones at any time during the school day. They must remain out of sight and be turned off. At the elementary and intermediate schools, students may check their cell phones in the office or with a teacher when they arrive. They may pick those up at the end of the day.

High School students may use cell phones before school, during lunch, during passing periods, and after school. Cell phones are not to be turned on during class time. However, cell phones may be allowed during class time for instructional purposes at the discretion of the classroom teacher.

If a student is seen using a cell phone in any part of the building during class time without the express permission of the teacher as part of the instruction or if the phone disrupts class in any way, a teacher or staff member will confiscate the phone and take it to the office.

All Grade Levels Consequences:

1st offense.....The cell phone use will be recorded as an electronic device referral. The student may pick up the phone at the end of the school day.

2nd offense.....The cell phone use will be recorded as an electronic device referral and the student's parent or guardian must come to the school to pick up the phone. Additional violations or refusal to give the phone to a staff member when requested will result in consequences up to and including suspension for open defiance.

In addition to the consequences noted above, **IF A STUDENT IS OBSERVED USING A**

**CELLPHONE DURING TESTING**, the Academic Dishonesty Policy will be followed. If a student is observed using a cell phone during any state assessments, additional consequences, including suspension from school, may be imposed.

**Please note:** Garden City Public Schools is not responsible for loss, theft or damage to any electronic device a student chooses to bring to school.

### **GANG ACTIVITY (POLICY #JHCAA)**

A “gang” shall be defined for this policy as any group of three or more persons who have a common name or common identifying signs, colors, or symbols, and have members or associates who, individually or collectively, engage in or have engaged in activities whose purposes include threats of violence or intimidation, acts of violence, and/or the commission of illegal acts. A “gang member” shall be defined for this policy as a person whose style of dress, apparel, accessories, activities, acts, behavior, or manner of grooming causes school officials to have a reasonable belief that the person is a member of a gang. For purposes of identification of a student as a gang member, two or more of the following indicators must be determined by district staff to exist:

- ✓ Student admits to gang membership;
- ✓ Student is identified as a gang member by a credible, non-law enforcement source;
- ✓ Student is identified as a gang member by a law enforcement agency;
- ✓ Student is identified as a gang member by the student’s parent or legal guardian;
- ✓ Student resides in or frequents a particular gang’s geographic area, and adopts its style of dress, apparel, grooming, tattoos, or its use of hand signs;

- ✓ Student associates with known gang members, either at school or off school premises; or
- ✓ Student has been arrested for the commission of illegal acts arising out of gang activity.

The following acts, conduct, or behavior by a student shall be prohibited:

- ☐ Intimidation, advocacy, or promoting activities which threatens the safety or well-being of students, staff, or property, on or off school grounds, and which disrupt or interferes with a school environment, activity, or educational objectives;
- ☐ The use of any speech, hand signs, gestures, handshakes, graffiti, or the presence or any apparel, jewelry, accessories, tattoos - visibly displayed, or manner of grooming which, by virtue of its color, arrangement, trademark, symbol, or any other attribute, indicates or implies gang membership;
- ☐ Speech or the commission of any act involving initiations, hazing, bullying, intimidations, threats, and/or related activities of gang membership which are likely to cause violence, physical harm, or personal degradation or disgrace resulting in physical or mental harm to students or staff; or
- ☐ Implying gang membership by written communications, marks, drawings, paintings, designs, or emblems upon any school property or building, or any item of personal property.

Gang activity is deemed by the district to be a risk to a safe educational environment. The district shall consider engaging in prohibited gang activity as behavior which is included in the highest and most serious level of misconduct by a student. Any student violating this policy shall be subject to disciplinary action as allowed by board policy and statutory law. All gang activity by a student which results in disciplinary action

shall be documented in writing and such records shall be made available to all district staff members with a legitimate educational interest in the student throughout the student's educational career in the district. Discipline for gang activity shall be deemed to be cumulative, and carry over from year to year for the purposes of any disciplinary systems maintained within the district. District staff shall regularly meet with law enforcement agencies to stay informed of gang membership and activity, in the community. District staff, in conjunction with information regularly obtained from law enforcement agencies, shall maintain a list of indicators of gang membership. The information on the list shall be consistent throughout the district, and shall be available to parents, legal guardians, and students. District staff shall exchange with law enforcement agencies, information about gangs and gang membership arising out of conduct or activities in the district, as may be consistent with federal and state student educational records confidentiality laws. District staff shall be provided in-service training in gang behavior and characteristics to facilitate identification of students involved in gang activity.

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### HAZING

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The hazing of any student by any other student is strictly prohibited. For the purpose of this policy, hazing shall be defined as intentionally coercing, demanding, or encouraging a student, through intimidation, threats, or compulsion, to perform any act as a condition of graduation from, or attendance at, any district school, or membership in any district-sponsored activity. This policy is intended to prohibit conduct that is humiliating, degrading, or demeaning to a student as part of an initiation. Since hazing may cause feelings of humiliation, fear of retaliation, and being ostracized, acts of hazing directly impact a positive school environment. Hazing of a student by another student will not be tolerated. The district will

promptly act to investigate all complaints of hazing, whether formal or informal, verbal or written, and to discipline any student who hazes another student. Hazing should be reported to any adult staff member. Any individual who reports hazing will not be retaliated against for making such a report.

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### LANGUAGE

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At school and at school-sponsored activities, students are expected to use language that is not offensive to others. **Profanity directed at a teacher or other adults will result in OSS.**

We aim to create a safe and welcoming learning environment for all students, free of hate speech. Hate speech denigrates individuals or groups based on their identifying characteristics. It is our responsibility to ensure that our words and actions do not perpetuate hate speech. If you witness or experience hate speech, please report it to a teacher, counselor, or administrator. Together, we can build a welcoming and respectful school culture.

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### PUBLIC DISPLAY OF AFFECTION (P.D.A.)

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The display of affection between and among human beings is normal and healthy. Public display of affection, however, must be tempered with some modesty. Garden City High School is a public place so please limit your display of affection for each other to holding hands while in the building or on the grounds. No hugging, kissing or other passionate displays of affection are allowed. Violation is subject to disciplinary action.

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### SKATING

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The use of roller blades, in-line skates, or skateboards on school property is prohibited at any time.

## STUDENT ID'S

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Students will be issued ID's and they must wear them at all times. ID's must be for the current school year and must not have any defacement, mutilation, or excessive wear. Defacement shall include writing, stickers, carving, cutting, erasing, or any other alterations. Replacement of such ID's will be at the administrator's discretion and at the student's expense. ID's must be worn and visible. A student that is found with another person's ID is subject to ISS. ID's will be required to check out library materials and to buy meals at the school cafeteria. The first ID will be issued to the student at no cost. Thereafter, students must pay to replace ID's. Replacement cost is \$5.00.

## TOBACCO PRODUCTS

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Use and/or possession of any tobacco product or nicotine delivery device by students is prohibited in any district facility; in school vehicles; at school-sponsored activities, programs, or events; and on school owned or operated property.

Student violations may result in parent/guardian notification, participation in tobacco education program, suspension and/or expulsion from school and/or extracurricular activities, community service and/or notification of law enforcement.

The following definitions apply to this policy: "Nicotine delivery device" means any device that can be used to deliver nicotine or nicotine salts to the person inhaling from the device. Such definition shall include, but may not be limited to, any electronic cigarette, cigar, cigarillo, pipe or personal vaporizer. "Tobacco product" means any product that is made from or derived from tobacco or that contains nicotine, that is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled or ingested by any other means, including, but not limited to, a

cigarette, a cigar, pipe tobacco, chewing tobacco, snuff or snus.

"Tobacco product" also means any component or accessory used in the consumption of a tobacco product, such as filters, rolling papers, pipes and substances used in electronic cigarettes, whether or not they contain nicotine.

### **Any student violating the terms of this policy will be subject to:**

**First Offense:** A first time violator shall be subject to the following sanctions:

- A. The student will be suspended 0-3 days out of school, and/or may be referred for a long-term suspension hearing.
- B. Suspension from all student activities for a period of not less than 30 calendar days.
- C. Intervention by the Intervention Team will begin and recommendations will be made.
- D. Parents/guardians will be informed of suspension and the recommendation of the Intervention Team.

**Second Offense:** A second time violator shall be subject to the following sanctions:

- A. The student will be suspended 3-5 days out of school, and/or may be referred for a long-term suspension hearing.
- B. Suspension from all student activities for a period of not less than 120 calendar days.
- C. A student placed on long term suspension under this policy may be readmitted on a probationary status if the student agrees to complete a drug and alcohol rehabilitation program. (Name(s) of acceptable programs are on file with the board clerk.)
- D. Additional interventions will be conducted by the Intervention Team.
- E. Parents/guardians will be required to attend a staffing with the Intervention Team.

**Third and Subsequent Offenses:** A student who violates the terms of this policy for the third time, and any subsequent violations, shall be subject to the following sanctions:

- A. A punishment up to and including expulsion from school for a period not exceeding 186 school days.
- B. Suspension from participation and attendance at all school activities for one calendar year.
- C. A student who is expelled from school under the terms of this policy may be readmitted during the term of the expulsion only if the student has completed a drug and alcohol education and rehabilitation program at an acceptable program.

Consequences for violations will be cumulative over a student's entire time as a student, with the exception that consequences for violations will reset to zero following the student's 8th grade year. However, consequences for any prior infractions during the current year shall carry over into the subsequent school year until their completion.

Following a first offense, a student who has violated this policy shall be held to the prior level of consequences if they have successfully completed an approved intervention program with their parent/guardian prior to a subsequent offense. The student/parent must complete the intervention program and submit appropriate documentation of completion to administration. This option can be used one time during a student's entire time as a student.

## VANDALISM

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Vandalism while on school property or while participating in school sponsored events, is prohibited. A student who violates this policy will be required to make restitution for damages and may face disciplinary action. Students shall not have in their possession any graffiti implement, such as aerosol paint, broad-tipped marker, or paint stick, unless required for class use. Possession of graffiti instruments can result in disciplinary action and possible fines according to city ordinance.

## VERBAL/PHYSICAL ASSAULT/FIGHTING

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A student shall not intentionally cause or attempt to cause physical injury or to behave verbally in such a way that could reasonably injure a school employee or another student. This includes threats of physical harm, encouraging others to cause physical harm, fighting, hazing, harassment or behaving in a way that would provoke others to cause physical harm. Police will be notified and student is subject to arrest. This rule will be in force at the following times:

- On the school grounds before, during, or after school hours;
- On the school grounds at any other time when the school is being used by any school personnel or school group;
- Off the school grounds at a school activity, function or event at any other school.

A second offense may result in a long-term hearing. Neither self-defense nor action undertaken on the reasonable belief that it was necessary to protect other person is to be considered an intentional act under this rule.

***\* Assault upon staff member will result in immediate 10-day suspension and a long-term hearing.***

## WEAPONS AND DANGEROUS INSTRUMENTS

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A student shall not knowingly possess, handle or transmit any object that can reasonably be considered a weapon at the following time:

- ❖ On the school grounds before, during or after school hours.
- ❖ On school grounds at any other time when the school is being used by any school personnel or school group.
- ❖ Off the school grounds at a school activity, function or event.
- ❖ At any other school.

As used in this policy, the term "weapon" and/or destructive device shall include, but not be limited to:

- ☐ any item being used as a weapon or destructive device;
- ☐ any facsimile of a weapon, regardless of material used in its construction, or whether it is sold as, or intended to be used as, a toy, or for any other purpose;
- ☐ any weapon which will, or is designed to or may readily be converted to, expel a projectile by the action of an explosive;
- ☐ the frame or receiver of any weapon described in the preceding example;
- ☐ any firearm muffler or firearm silencer;
- ☐ any explosive, incendiary, or poison gas bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than ¼ ounce, mine, or similar device;
- ☐ any weapon which will, or which may be readily converted to, expel a projectile by the action of an explosive or other propellant and which has any barrel with a bore of more than ½ inch in diameter; any combination of parts either designed or intended for use in converting any device into a destructive device described in the two immediately preceding examples, and from which a destructive device may be readily assembled;
- ☐ any bludgeon, sand club, metal knuckles, or throwing star;
- ☐ any razor blade, box cutter or carpet knife;
- ☐ any knife, regardless of type, style, design or length of blade;
- ☐ any pellet gun, BB gun, paint ball gun, air gun, air rifle, or airsoft gun, whether or not in the shape and form commonly associated with the terms pistol, sidearm, small arm, rifle, shotgun, or any other type of gun, designed to forcibly expel from an opening therein any projectile, pellet or BB shot, and whether operating from and upon compressed air or mechanical or elastic spring work or otherwise, except as may otherwise be allowed by this policy.

- ☐ any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun.

Administrators reserve the right to search students and their personal possessions, lockers, cars, and other areas if there is a suspicion of dangerous weapons. This also includes ammunition or explosive materials.

**\*Report weapons and/or dangerous instruments immediately to any GCHS Teacher, SRO, or a Principal.**

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#### CONSEQUENCES:

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Possession of a weapon or other destructive device listed under the "Weapons and Destructive Devices" heading of this policy shall result in expulsion from school for a period of one year, except the superintendent or their designee may recommend this expulsion requirement be modified on a case-by-case basis (see JDC).

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#### WEAPONS BOARD POLICY JCDBB-2

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Possession of a weapon of a type other than described under the "Weapons and Destructive Devices" heading above or a facsimile of a weapon may result in disciplinary action up to and including suspension and/or expulsion. Expulsion hearings for possession of a weapon shall be conducted by the superintendent or the superintendent's designee.

Possession of a facsimile shall result in a minimum short term out of school suspension of 1 day, and a possible request for an extended term suspension or expulsion.

In the event that a student self-reports a violation of this policy to a school authority, the principal shall have the authority to lessen the disciplinary consequences described in this policy. In this circumstance,

at a minimum, the building principal must hold a student/parent conference to review the policy and the incident must be documented in the student's disciplinary file.

Students violating this policy shall be reported to the appropriate law enforcement agencies and, if a juvenile, to the Secretary for Department for Children and Families (DCF) or the Secretary of Kansas Department of Corrections as appropriate

Possession of an air gun at school, on school property, or at a school supervised activity will not be prohibited for students participating in an air gun-related activity sponsored by an organization held at school, or when in transit to or from such activities held off school property. A student may not possess or use an air gun except in conjunction with an air gun-related activity. An air gun brought to school by a student shall be stored out of sight, in a locked vehicle, before and after the air gun-related activity.

Possession of a replica of a rifle (replica) at school, on school property, or at a school supervised activity will not be prohibited for students participating in a Junior Reserve Officer Training Corps (JROTC) related activity held at school, or when in transit to or from such activities held off school property. A student may not possess or use a replica except in conjunction with a JROTC related activity. A replica brought to school by a student shall be stored out of sight, in a locked vehicle, before and after a JROTC related activity.

Possession of a shotgun at a Kansas State High School Clay Target League (Clay Target League) school sponsored activity, at a shooting range not at school or on school property, will not be prohibited for students participating in the Clay Target League. Regardless of participation by a student in the Clay Target League, a student may not possess a shotgun at school or on school property.

# SECTION VI- GENERAL INFORMATION

## AFTER SCHOOL POLICY

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Students will be expected to leave the building **within 30 minutes of dismissal** each day unless they are involved in/ attending a school activity, under adult supervision, or needing to work in the library.

## CLOSED LUNCH FOR ALL STUDENTS

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**Garden City High School is a closed campus.** All students will be required to stay in the cafeteria during lunch. Students may not be excused from class to leave campus for lunch.

## CONVEYANCE FORMS

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Any student taking a course in which he/she must leave campus must have a conveyance form on file with the academy office as well as a copy in his/her possession to show administration or campus security if questioned. (e.g. a student takes a zoology course that meets off campus at the zoo)

## COMPUTER USE

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In order to use school computer equipment, students must have a signed user agreement on file with the network administrator.

## DISTRIBUTION OF MATERIAL BY STUDENTS

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Students may distribute papers, pamphlets, flyers, etc., but only before or after school at the student entrance. All material must be from a non-profit organization and receive prior approval from a principal. Items that may cause interference to school purposes will not be allowed to be distributed. The selling or distributing of any fundraising products must be done before or after school.

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## FIRE/TORNADO/CRISIS DRILLS

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Since the safety of GCHS students is paramount, fire, tornado and crisis drills will give students practice in case of a real emergency. Tornado and fire drill routes are posted in each room. School safety procedure drills will be announced by administration.

## GRIEVANCE PROCEDURES

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In order to provide an opportunity for the expression of legitimate concerns of students with respect to the application of any school rule or regulation, the board may consider complaints and grievances through the procedures established in this policy.

Any student may file a complaint with the principal against any school employee or any school rule and regulation. Said complaint must be in writing, and it must be filed within 20 days following the act or event about which the complaint arose. Said complaint shall be specific and in reasonable detail as to who, what, where and when of the complaint. Any complaint not filed within said 20-day period shall be deemed to have been waived.

Any student may file a complaint with the deputy superintendent against any building principal. Said complaint must be in writing, and it must be filed within 20 days following the act or event about which the complaint arose. The complaint shall be specific and in reasonable detail as to the what, where, who and when of the complaint. Any complaint not filed within the said 20-day period shall be deemed to have been waived.

Any complaint fulfilling the requirements of this rule shall be acted upon by the appropriate administrator, whose decision shall be final.

The time period for filing a written complaint set forth in this policy shall not apply to complaints for which there is a specific procedure for complaint, investigation and disposition elsewhere in board policy, or those complaints related to acts or conduct regulated by state or federal laws.

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## HEAD LICE

Kansas Administrative Regulation 28-1-6 states each student infested with lice shall be excluded from school until treatment with an anti-parasitic drug.

Many parents have the impression that only persons who are unclean become infested with lice. In the case of head lice, this is NOT true. Frequent bathing and shampooing will neither prevent nor eliminate head lice.

The head louse is an insect which lives on the human head. The female lays eggs called nits which are stuck to the hair very tightly. The eggs hatch in approximately one week, therefore it is necessary to remove all nits to prevent continuous infestation or re-infestation when the nit hatches. The most common symptom of pediculosis (head lice) is itching. (Head lice shampoos are affective only on live lice and do not destroy the nits.)

Head Lice CANNOT fly or jump. Studies have shown that transmission at school is rare and no more likely to occur than in any other social setting such as community group settings, Movie Theater, shopping centers, etc. Animals are not involved in head louse transmissions. Head lice are usually transmitted through household contact by sharing beds and living space; through sharing combs, brushes, hair extensions, and other grooming aids; through sharing hats, caps, or coats.

It shall be the responsibility of the parent to purchase head lice shampoo and follow directions for treatment, remove nits, and

make arrangements to have student checked by the school nurse for authorization for re-admittance to school. If student is not readmitted within three calendar days, the absence then shall be unexcused and the district shall be guided by the provisions of Policy JB (student attendance). If you suspect your child has head lice please see your school nurse for examination and additional information.

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## IMMUNIZATIONS

Students attending school in USD 457 are required to be immunized according to current state immunization requirements. Students not complying with the immunization requirements shall be refused admittance to classes and this policy shall be enforced through the provisions of the compulsory attendance law. KCI Form B Medical Exemption must be completed by a physician.

***NOTE:** The parents and guardians of exempt students should be informed their students will be excluded from school in the event an outbreak of vaccine preventable disease occurs.*

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## INSURANCE

Insurance is available. Interested parents or students should contact the Business Office at the Educational Service Center at 805-7005. Students involved in athletics can obtain insurance information from coaches or GCHS athletic director.

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## LOCKERS

GCHS provides lockers for students to store books and other personal items during the school year. The lockers in the school are the property of USD #457 and are subject to random locker searches throughout the school year. Students are encouraged to use only the locker assigned to them. Students should not give their locker combination to

other students nor should they place their possessions in another student's locker. (Refer to board policy JCAB and JCAB-R for further information.) There will be random locker searches at various times during the school year. Administrators may search lockers if there is reason to believe a school rule has been broken and the contents need to be seen.

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### LOST AND FOUND

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The "lost and found" is located in the main office. Students are asked to clearly mark jackets, books, etc., so that lost items may be retrieved as quickly as possible. Students are asked not to bring valuables to school unless they are needed for a class project. GCHS cannot assume responsibility for lost or stolen items.

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### LUNCH TIME

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Students may eat hot lunches, salads, or sack lunches in the cafeteria. **Fast food may not be delivered to the school at any time.** Students are required to keep all food and drinks in the cafeteria. Students must eat lunch in the cafeteria and remain in the cafeteria through the duration of the lunch period. Outside drinks are not permitted inside the building.

Meal money for cafeteria lunches may be added before school or during lunch in the cafeteria. **Students use their school ID's as lunch cards.** These cards must be shown to cashier as students go through the cashier line. The school meal prices for students are; breakfast \$2.00, lunch \$3.00.

High school students will not be allowed to exceed a \$3.00 charge amount (for paid students) and a \$0.40 charge amount (for reduced students) 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.

If you are interested in free or reduced meals, please see the cashier for more information. The cashier for Food Service reminds students a week before seniors leave to redeem their unused lunch money. It is the student's responsibility to request a refund. After the last full day of school, no lunch refunds are granted to graduating seniors.

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### MESSAGES/DELIVERIES

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Personal calls and messages to students will not be accepted through school phones, except in the case of a family emergency. Please try to make appointments, bus plans, alternate transportation arrangements, etc. before your child leaves for school. We request that flowers, balloons and other gifts or deliveries be made to the individual student's home to ensure that the gift is delivered in a timely fashion. ***DELIVERIES WILL NOT BE ACCEPTED THE WEEK OF VALENTINE'S DAY.***

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### NURSE/ILLNESS AT SCHOOL

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If it becomes necessary for a student to take any form of medication at school (over the counter or prescription), a medication consent form must be signed by both the parent and the prescribing doctor and be on file in the nurse's office. All medication will be kept in and dispensed through the nurse's office. Medication must be in its original container and labeled according to requirements listed on the "Permission for Medication Administration at School" form. The medication form is valid for the current school year only.

Any student going home ill must check out/be excused through the nurse's office.

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### ADMINISTERING MEDICINE AT SCHOOL

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All schools in USD 457 follow strict policy guidelines, developed by the school board

that regulates the taking of medicine in school by students.

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### SUPERVISION OF MEDICATIONS

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Under normal circumstances medication may not be brought to school by students for their own usage or that of others. Such medicines will be removed from the student and retained for return to the student or the parents as deemed appropriate. Any disciplinary action will be left to the discretion of the principal.

If under exceptional circumstances a student is required to take medication during school hours, only the school nurse, the principal, or the school nurse designee will administer the medication in compliance with the following regulations:

- Written permission from a licensed health care provider must be provided with regard to all medications and all special health care procedures to be administered. Medications may include necessary “over-the-counter” drugs such as aspirin, Tylenol, cold preparations, allergy relief preparations. The health care provider’s permission form (USD 457 form #116-Permission for Medication and special Health Care Services) should include the following information:
  - ❖ Date
  - ❖ Medication and/or treatment to be given
  - ❖ Dosage to be administered
  - ❖ Time of day to be given. (For example, if medication is to be given three (3) times a day, medication should be given at home before school, after school and at bedtime, unless the health care provider’s medication order states at noon, before lunch or after lunch.)
- Written permission from the parent/guardian must accompany ALL medication (USD 457 – Form #116 –Permission for Medication and Special Health Care Services Form). Form must be updated at the beginning of each school year.
- The medication must be brought to school in the original container appropriately labeled by the pharmacy or health care provider. The parent may wish to request two containers from the pharmacist.
- Any changes in type of drugs, dosage, and/or time of administration must be accompanied by a new Permission Form.
- All medication maintained in the school setting will be kept in a secured area.
- Medications will be inventoried every semester by the school nurse. Out of date stock will be destroyed.
- “Over-the-counter” medications should not be maintained on any school premises, including athletic areas, unless a prescription along with written parent permission to administer medication is furnished to the school.
- The medical need for the self-managed administration of all medications must be evaluated individually by the health care provider and the school nurse (i.e., asthma inhalers, epinephrine, insulin, over the counter medication). Permission for Medication Form must be on file in the nurse’s office with directions for such exceptions from the licensed health care provider, as well as written permission from the parent.
- Disposing of unused medications: If a student’s medication changes during the school year, the remaining medication will be given to the parent or guardian at the time of the delivery of new medication. Medication remaining at the end of the

school year shall be taken home by the parent or guardian. Medication may be sent home with the student, with parent permission. Any medication not claimed will be discarded on the school nurse's last working day of the school year.

## **PARKING AND DRIVING ON CAMPUS**

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Parking on campus is a privilege, not a right. At the beginning of each year students must obtain a parking permit from their Academy Office. Students must show a valid Drivers' license. Students who do not have a valid drivers' license are not allowed to park on campus.

Students are to park in the parking lots and spaces designated for student use. Students are not to drive or park in the faculty parking lot during 6:00 AM to 4:00 PM. Students parking in a faculty lot will be assessed a \$10 fine and be subject to disciplinary action including loss of parking privileges for repeat offenders. The school administrators reserve the right to search student vehicles at any time. Students must drive courteously. Students may not block drive areas or park in such a manner that other cars are blocked or restricted. All drivers are subject to state and local traffic regulations.

There is to be no loitering in the parking lots. Students may not sit in cars before, during and after school. Students are not allowed to go to their cars during the school day without prior permission from the administration.

Students who violate posted parking regulations will be subject to possible disciplinary action. Violations will be documented in skyward discipline. Students will be ticketed by police if they are parked in the red fire lane zones. Other disciplinary action may include detention, in-school suspension, and out-of-school suspension.

Maximum speed limit on school grounds is 15 mph at all times. Reckless driving on campus

may result in mandatory loss of driving privileges, as well as allowable citations from law enforcement. Obey signals or instructions given by school personnel while directing vehicle traffic before, during and after school hours. All pedestrians have the right of way. The west crosswalk will be supervised for 15 minutes after school is dismissed.

Students may not leave school grounds in their vehicles without checking out from their academy office or nurses' office. Violation of this will result in disciplinary action and possible loss of driving privileges.

Unauthorized transport of other students off school grounds will result in disciplinary action and loss of parking privileges on campus.

Students are to respond to parking lot monitors in a respectful and cooperative manner.

## **POSTERS**

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Prior approval of posters, pamphlets, etc., must be obtained from one of the principals. Posters must be placed on the bulletin boards throughout the building. All posters, pamphlets, etc. are to be removed or taken down no later than the day following the conclusion of the advertised event. **This will be the responsibility of the group/organization that put up the posters.**

## **PRIVATE PROPERTY**

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We expect personal belongings to be safe at Garden City High School. No one likes to have money, clothing or personal items stolen. ***GCHS assumes no responsibility for lost or stolen items.*** Students can help us make the school a safe place by doing the following:

- ✓ Lock both your P.E. and hall lockers. Do not share lockers/combinations with others.

- ✓ Leave large amounts of money at home.
- ✓ Report thefts and/or thieves immediately to a Campus Supervisor, Teachers, SROs, or a Principal.

In emergency situations, it is very important for the school to know the whereabouts of all students.

### **RELEASE OF INFORMATION**

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Student information will be released only to custodial legal guardians (as listed on the demographics), parents, or with parent permission or by the student if student is 18 years or older. Parents/guardians who do not want release of information such as lists of addresses to the military, honors, awards, and honor roll, etc., must give written notification to the registrar.

### **SKYWARD FAMILY ACCESS**

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Parent involvement in their child's education is the single most important factor in school success. Skyward Family Access Online enhances the parent role in their child's day-to-day school experience by providing secured access to information such as daily and weekly assignments, grades, and attendance over the Internet. Please contact Jennifer Ramos, Registrar, to sign up for Skyward.

### **VISITOR PASS**

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All visitors must report to the main office to secure a visitor ID. Students may not bring visitors to school unless receiving prior approval by administration.

### **WEATHER**

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Weather conditions may necessitate cancellations and early dismissal days. School cancellations will be announced on local radio and TV stations in addition to school /district websites beginning at 6:00 am. Announcements will also be made on BBS-Channel 21 on Cable TV.

**Student Misuse of Medication JDDAA** (*See JDDA, JGFGB, JGFGBA, and LDD*)

Unless otherwise provided herein, students found to be self-administering their own medication at a dosage or rate exceeding product label instructions; distributing over-the-counter or prescription medications to other students; or using or possessing another person's over-the-counter or prescription medication will be subject to disciplinary action, up to and including suspension and expulsion from school.

Notwithstanding the misuses of medication outlined in this policy, Kansas law and board policy allow a bystander to administer an opioid antagonist to a person the bystander believes to be experiencing an opioid overdose.

**Student Misuse of Medication JDDAA-R**  
Student Activity Drug and Alcohol Testing  
(*See JDD and JDDA*)

To protect the health and safety of its students in school-sponsored extracurricular activities or clubs from illegal and performance-enhancing drugs and alcohol use and abuse and injuries resulting from the use of drugs and alcohol, the USD 457 Board of Education adopts the following policy for drug and alcohol testing of students participating in school-sponsored extracurricular activities or clubs.

Statement of Purpose and Intent

It is the desire of the Board of Education, administration, and staff that every student in the district refrain from using, possessing, or distributing illegal or performance-enhancing drugs and alcohol. The disciplinary actions triggered by this policy relate solely to limiting the opportunity of any student violating this policy to participate in school-sponsored extracurricular activities or clubs. This policy is intended to supplement and complement all other policies, rules, and regulations of the district regarding the possession and use of illegal drugs and alcohol. It does not limit the district's

authority to enforce the provisions of other relevant policies or take disciplinary actions authorized thereby.

Participation in school-sponsored extracurricular activities or clubs at the district is a privilege. Accordingly, students in such activities are responsible to themselves, their fellow students, their parents, and their school to conduct themselves by a high standard of conduct, which requires avoiding using or possessing illegal or performance-enhancing drugs and alcohol.

The purposes of this policy are to prevent illegal or performance-enhancing drug and alcohol use; to educate student participants regarding severe physical, mental, and emotional harm caused by drug and alcohol use; to prevent injury, illness, and harm that is a potential result of drug and alcohol use; and to strive within the district for an environment free of such use and abuse.

The sanctions of this policy solely limit the opportunity of any student found to violate this policy to participate in school-sponsored extracurricular activities or clubs. There will be no academic sanction for violation of this policy except to the extent that a violation of this policy would also constitute a violation of other district policies and state or federal law.

The district has adopted this policy for all students participating in school-sponsored extracurricular activities or clubs in grades 7-12. Violations under this drug testing policy are cumulative throughout this grade span, and consequences do not start over with each new school year.

Definitions

"Extracurricular activities" means those school-sponsored student activities that take place outside the regular course of study in school. Such activities include all school-sponsored extracurricular activities or clubs.

"Drug Use Test" means a scientifically substantiated method to test for the presence of illegal or performance-enhancing drugs, alcohol, or the metabolites thereof in a person's urine, saliva, hair, or breath. "Illegal Drugs" means any controlled substance that an individual may not legally sell, possess, use, distribute, or purchase under either Federal or Kansas Law. For this policy, "illegal drugs" include, but are not limited to, all scheduled drugs as defined by Kansas Law, all prescription drugs obtained or used without authorization, and all prescribed and over-the-counter drugs being used for an abusive purpose. "Performance-enhancing drugs" include anabolic steroids and any other natural or synthetic substance used to increase muscle mass, strength, endurance, speed, or other athletic ability.

"Performance-enhancing drugs" do not include dietary or nutritional supplements such as vitamins, minerals, and proteins that can be lawfully purchased in over-the-counter transactions.

"Alcohol" means the product of distillation of any fermented liquid, whether rectified or diluted, whatever its origin, and includes synthetic methyl alcohol.

"Positive" when referring to a drug test administered under this policy means a toxicological test result demonstrating the presence of an illegal or a performance-enhancing drug or the metabolites thereof using the standards customarily established by the testing laboratory administering the drug use test.

"Random Selection" regards the process used by the laboratory conducting drug use tests to select participants to be tested, involving the chance selection of drug test numbers assigned to each participant.

"School Days" are days school is in session at USD 457.

"KSHSAA" is the Kansas State High School Activities Association, where the district participates.

#### Education

The district shall provide an educational session concerning this policy to applicable students within one week of the policy's implementation or substantial revision. The session will include a detailed explanation of the policy. In addition, it is recommended that the activities department conduct a player and parent meeting that will include information about the impact of the drug testing policy on participants. Parental attendance is strongly encouraged at each session. Each applicable student will be provided a policy copy and a consent form.

#### Procedure

Each student in a school-sponsored extracurricular activity or club shall receive copies of the Student Drug/Alcohol Testing Consent Form, which shall be read, signed, and dated by the student, parent, and guardian. Students must submit a completed consent form to the school office before they can practice or participate in any extracurricular activities. Students must turn in the required form within the above timeframe to be eligible to participate in extracurricular activities. Transfer students who wish to participate in extracurricular activities can complete the form above at enrollment.

Students will be required to provide urine, saliva, or hair samples for drug and alcohol testing as follows:

On a random selection basis, from a list of all students in the testing pool, school-sponsored extracurricular activities or club participants will be drawn randomly to provide a urine, saliva, and hair sample during the school year. Names previously chosen will be placed back in the pool for the possibility of random selection at a later time.

Any drug use test required by the district under the terms of this policy will be administered by or at the direction of a professional laboratory chosen by the district, using scientifically validated toxicological methods. The professional laboratory shall be required to have detailed written specifications to assure the chain of custody of the specimens, proper laboratory control, and scientific testing.

All aspects of the drug use-testing program, including the taking of samples, will be conducted to safeguard students' personal and privacy rights to the maximum extent possible. The Vendor shall obtain the test sample in a manner designed to minimize the intrusiveness of the procedure. In particular, the sample will be collected in a restroom or other private facility.

If the initial drug test is positive, the initial test result may be subject to confirmation by a second and different test of the same sample.

If a test for any student has a positive result, the laboratory will report the results to the designated employee representative. The school will then be responsible for contacting the student's parents with the results and will solicit information regarding any medications the student may be taking that would create a positive result. If needed, the school will contact a certifying scientist at the laboratory regarding any drug interactions.

If requested, a medical review officer can confirm the results and report the findings to the designated employee representative. Once a positive result is determined, the student will become ineligible under the Student Random Drug Testing Guidelines for USD 457/Garden City High School/Middle School.

This decision may be appealed in writing to the Garden City High School/Middle School building designee within two working days. The Garden City High School/Middle School building principal will make a written

decision within two working days. During the time of this appeal, the student will be ineligible under Student Random Drug Testing Guidelines for USD 457/Garden City High School/Middle School.

Within two working days, the Garden City High School/Middle School building principal's decision may be appealed in writing to the USD 457 Board of Education through the district superintendent's office. During the time of this appeal, the student will be ineligible under Student Random Drug Testing Guidelines for USD 457/Garden City High School/Middle School.

A student who has tested positive for illegal or performance-enhancing drugs will be required to undergo five (5) additional drug use tests over the next calendar year to confirm that the student is no longer using illegal drugs or performance-enhancing drugs. The district will rely on the opinion of the laboratory that performed or analyzed the additional drug use test in determining whether a positive result in the additional drug test was produced by illegal or performance-enhancing drugs used by the student that caused the first positive result or by more recent use.

All parents or guardians of students who test negative for illegal drugs or performance-enhancing drugs in the initial screening will be contacted by personnel of the district.

#### Disclaimer

This policy shall not supersede state and federal law or KSHSAA policy. This policy similarly does not supersede other board policy or handbook language related to Garden City High School/Middle School or about students found to have, using, selling, distributing, or being under the influence of illegal substances or alcohol while at school, on or in school property, at a school-sponsored activity, program, or event. Therefore, a student who violates the policy as outlined in other relevant board policy or

handbook language should expect further consequences as deemed appropriate by the building principal.

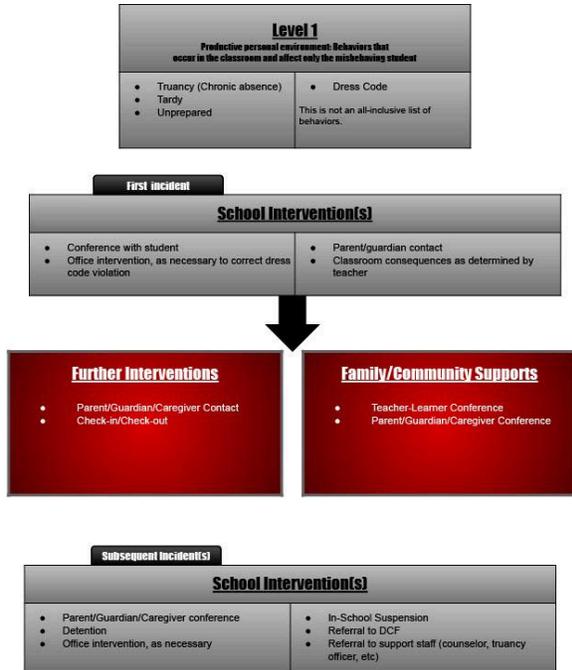
Reporting to the Board of Education

The Board of Education shall receive a report on the implementation of this policy at its first meeting in April of each year. Said report shall include, but not necessarily be limited to, the number of tests conducted and positive results, along with a declaration from the school principals on whether or not a significant drug problem exists at the high school.

Approved: 7.22.24

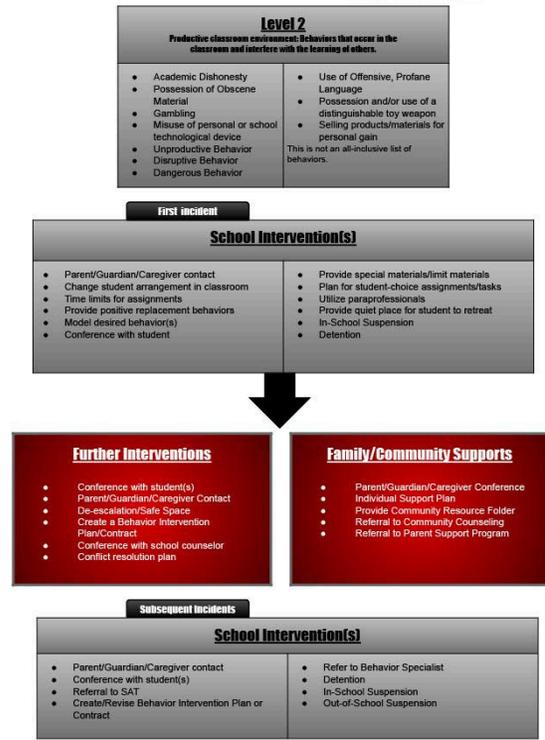
# Garden City Public Schools Discipline Policy

## 7th-12th Grades



# Garden City Public Schools Discipline Policy

## 7th-12th Grades



# Garden City Public Schools Discipline Policy 7th - 12th Grades

<b>Level 3</b>	
<b>Orderly environment: Behaviors that occur that are not intended to cause physical or mental harm to another individual, but do negatively affect an orderly environment.</b>	
<ul style="list-style-type: none"> <li>Violation of Technology Acceptable Use Policy</li> <li>Forgery</li> <li>Receiving Stolen Property</li> <li>Failure to Meet Conditions of Suspension, Expulsion, Or Other Disciplinary Interventions</li> <li>Insubordination</li> <li>Gang activity/affiliation</li> </ul>	<ul style="list-style-type: none"> <li>Possession/Distribution and/or Purchase of Non-Controlled Substances</li> <li>Unauthorized Entry - Restricted and/or Unsupervised</li> <li>Possession and/or Use of a Lighter or Matches</li> <li>Indirect use of Abusive or Offensive Language</li> <li>Indirect use of language that is discriminatory in nature (slurs).</li> </ul> <p style="font-size: x-small;">This is not an all-inclusive list of behaviors.</p>

<b>First incident</b>	
<b>School Intervention(s)</b>	
<ul style="list-style-type: none"> <li>Rearrange Classroom Seating Assignment</li> <li>Parent / Guardian / Caregiver Conference</li> <li>De-escalation Room/Safe Space</li> <li>DCF Contact</li> <li>Conference with Student</li> <li>Conflict Resolution Plan</li> <li>Referral to School Counselor</li> </ul>	<ul style="list-style-type: none"> <li>In-School Suspension</li> <li>Short-Term Out of School Suspension</li> <li>Provide Education on Impact of Behavior Choices</li> <li>Police Conference with Parent Approval</li> <li>Consider Restitution Practices</li> <li>Referral to Anti-Vaping/Tobacco Class</li> </ul>

Further Interventions	Family Community Supports
<ul style="list-style-type: none"> <li>Referral to Student Assistance Team</li> <li>Structured Environments</li> <li>Conference with Teacher Support Team</li> <li>Create a Behavior Intervention Plan/Contract</li> </ul>	<ul style="list-style-type: none"> <li>Discuss / Develop a School / Family Safety Plan</li> <li>Referral to Multidisciplinary Team</li> <li>Referral to Community Counseling</li> <li>Referral to Parent Support Program</li> <li>Provide Community Resource Folder</li> </ul>

<b>Subsequent Incidents</b>	
<b>School Intervention(s)</b>	
<ul style="list-style-type: none"> <li>De-escalation Room/Safe Space</li> <li>Behavior Contracts</li> <li>Referral to Counselor</li> <li>Referral to Student Assistant Team</li> <li>Revision of Behavior Intervention Plan/Contract</li> </ul>	<ul style="list-style-type: none"> <li>Develop a Safety Plan</li> <li>Police Conference with Parent Notification</li> <li>Contact Department of Children and Families</li> <li>In-School Suspension</li> <li>Short-Term Out of School Suspension</li> <li>Expulsion Hearing</li> </ul>

# Garden City Public Schools Discipline Policy 7th - 12th Grades

<b>Level 4</b>	
<b>Safe environment: Behaviors that are intended to cause another individual physical or mental harm and/or are illegal.</b>	
<ul style="list-style-type: none"> <li>Possession of Identifiable Drug Paraphernalia</li> <li>Possession and/or Use of Drugs</li> <li>Possession and/or Consumption of Alcohol</li> <li>Assault of School Personnel</li> <li>Assault of Another Learner</li> <li>Possession and/or Use of a Facsimile Weapon/Ammunition</li> <li>Fighting</li> <li>False/Fire Alarms</li> <li>Sexual Harassment</li> <li>Commission of a Felony and/or Misdemeanor</li> </ul>	<ul style="list-style-type: none"> <li>Stealing</li> <li>Extortion</li> <li>Vandalism</li> <li>Sexual Misconduct</li> <li>Bullying - Physical, Verbal or Cyber</li> <li>Direct use of Abusive, Offensive, Profane or Discriminatory Language</li> <li>Threatening Another Learner</li> <li>Threatening of School Personnel</li> <li>Possession and/or Use of Toxic Substances, including but not limited to all tobacco/vaping products</li> </ul> <p style="font-size: x-small;">This is not an all-inclusive list of behaviors.</p>

<b>First incident</b>	
<b>School Intervention(s)</b>	
<ul style="list-style-type: none"> <li>Rearrange Classroom Seating Assignment</li> <li>Parent / Guardian / Caregiver Conference</li> <li>De-escalation Room/Safe Space</li> <li>Conference with Student</li> <li>DCF Contact (if warranted)</li> <li>In-School Suspension</li> </ul>	<ul style="list-style-type: none"> <li>Short Term Out of School Suspension</li> <li>Provide Education on Impact of Behavior Choices</li> <li>Referral to School Counselor</li> <li>Police Conference</li> <li>Consider Restitution Practices</li> <li>Referral to Substance Use Intervention Program</li> </ul>

Further Interventions	Family/Community Supports
<ul style="list-style-type: none"> <li>Referral to Student Assistance Team</li> <li>Structured Environments</li> <li>Conference with Teacher Support Team</li> <li>Create a Behavior Intervention Plan/Contract</li> <li>Referral to Finny County Department of Corrections Youth Program</li> </ul>	<ul style="list-style-type: none"> <li>Discuss/Develop a School/Family Safety Plan</li> <li>Referral to Drug Alcohol Program (DAP)</li> <li>Referral to Multidisciplinary Team</li> <li>Referral to Community Counseling</li> <li>Referral to Parent Support Program</li> <li>Provide Community Resource Folder</li> </ul>

<b>Subsequent Incidents</b>	
<b>School Intervention(s)</b>	
<ul style="list-style-type: none"> <li>De-escalation Room/Safe Space</li> <li>Referral to Counselor</li> <li>Referral to SAT</li> <li>Revision of Behavior Intervention Plan/Contract</li> </ul>	<ul style="list-style-type: none"> <li>Update Safety Plan</li> <li>Police Conference with Parent Notification</li> <li>Contact DCF</li> <li>In-School Suspension</li> <li>Short-Term Out of School Suspension</li> <li>Expulsion Hearing</li> </ul>

# Garden City Public Schools Discipline Policy 7th-12th Grade

Level 5	
Safe environment (severe) Behaviors with legal implications and/or have a significant negative impact on individuals or school.	
<ul style="list-style-type: none"> <li>Possession of Drugs with intent to sell or distribute</li> <li>Possession and/or use of a weapon other than a firearm</li> <li>Possession and/or use of a firearm</li> </ul>	<ul style="list-style-type: none"> <li>Causing serious physical injury</li> <li>Possession of Explosives/Ammunition with the intent to use or sell                             <ul style="list-style-type: none"> <li>Arson</li> </ul> </li> </ul> <p style="font-size: x-small;">This is not an all-inclusive list of behaviors.</p>

School Intervention(s)	
<p style="text-align: center; font-size: x-small; background-color: #cccccc; margin: 0;">First/Subsequent incidents</p> <ul style="list-style-type: none"> <li>Parent/Guardian/Caregiver conference</li> <li>De-escalation room/safe space</li> <li>Referral to Counselor</li> <li>Referral to SAT</li> <li>Create a Behavior Intervention Plan/Contract</li> <li>Development of a safety plan</li> </ul>	<ul style="list-style-type: none"> <li>Threat assessment</li> <li>Short-Term Out of School Suspension</li> <li>Expulsion Hearing</li> <li>Contact appropriate agencies (law enforcement/DCF)</li> </ul>



Further Interventions
<ul style="list-style-type: none"> <li>Referral to Multidisciplinary Team</li> <li>Check-in/Check-out</li> <li>Referral to Fanny County Department of Corrections Youth Program</li> </ul>

Family/Community Supports
<ul style="list-style-type: none"> <li>Referral to Drug Alcohol Program (DAP)</li> <li>Referral to Community Counseling</li> <li>Provide Community Resource Folder</li> </ul>

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 (*see page 18*). 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 Supplemental**

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

GARDEN CITY PUBLIC SCHOOLS

# Administrator Personnel Handbook



**2024 – 2025**

**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, 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.

<u>Years of Service</u>	<u>Amount</u>
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) 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, will be paid out at the rate of \$143 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. medical expense reimbursement
- e. dependent care expense reimbursement.

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 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 15<sup>th</sup> 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:

<u>Years(s)</u>	<u>Amount Vested</u>
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 for a resignation with less than an 8 week notice in the amount of \$2,500 and 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:

<b><u>Service to USD 457</u></b>	<b><u>Service as Administrator</u></b>			
	<b><u>Less than 10</u></b>	<b><u>10-14</u></b>	<b><u>15-19</u></b>	<b><u>20 or more</u></b>
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 days at the end of his/her employment with USD 457, he/she will be entitled to additional pay equal to \$43 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 administrator must 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 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.

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 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 from their previous district. The emergency leave must be verified in writing by the district from which the leave is being transferred.

Unused emergency leave days may accumulate from year to year to a maximum of 85 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 days of unused emergency leave 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 per day forfeited.

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, 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 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. 1 in order to have access to use The Bank during that school year. 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.
3. Must submit an application for use of bank days to the Chief HR Officer 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 days after all emergency leave days have been used.
4. The administrator must submit an application for use of bank days to the Chief HR Officer 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. 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) 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 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 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 per month actively working on contract. In lieu of administrative travel, the Superintendent 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, whichever 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	205 workdays
Intermediate Principals	215 workdays
Middle School and High School Associate Principals	215 workdays
Middle School and Alternate/Virtual 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 (*see page 18*). 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**

	<b>FY25 BASE</b>		<b>DAILY</b>	
Coordinator - CTE, HR, Public Information	\$	73,000.00	260	\$ 280.77
220 Coordinator - Technology	\$	70,000.00	220	\$ 318.18
215 Coordinator - Special Education	\$	68,500.00	215	\$ 318.60
Coordinator - Curriculum & Instruction, Employee Services, Health Services, Supplemental Programs, Technology	\$	83,000.00	260	\$ 319.23
Special Education Admin Intern	\$	66,000.00	205	\$ 321.95
Elementary Admin Intern	\$	66,000.00	205	\$ 321.95
Intermediate/Middle School Admin Intern	\$	74,000.00	215	\$ 344.19
High School Admin Intern	\$	80,000.00	215	\$ 372.09
Middle School Associate Principal	\$	82,000.00	215	\$ 381.40
Director - Curriculum & Instruction, Nutrition, Plant Facilities, Special Education, Technology, Transportation	\$	100,000.00	260	\$ 384.62
Intermediate Principal	\$	90,000.00	215	\$ 418.60
Elementary Principal	\$	87,000.00	205	\$ 424.39
Achieve/Virtual Principal	\$	93,500.00	220	\$ 425.00
High School Athletic Director	\$	110,500.00	260	\$ 425.00
High School Associate Principal	\$	92,000.00	215	\$ 427.91
Middle School Principal	\$	96,000.00	220	\$ 436.36
High School Lead Associate Principal	\$	96,000.00	215	\$ 446.51
High School Principal	\$	117,000.00	260	\$ 450.00
CFO/CHRO	\$	126,000.00	260	\$ 484.62
Assistant/Deputy Superintendent	\$	131,000.00	260	\$ 503.85

# Full Time Calendar 2024 - 2025

## July 2024

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
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## August 2024

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18	19	20	21	22	23	24
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## September 2024

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15	16	17	18	19	20	21
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## October 2024

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6	7	8	9	10	11	12
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## November 2024

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## December 2024

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## January 2025

Sun	Mon	Tue	Wed	Thu	Fri	Sat
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
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## February 2025

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## March 2025

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## April 2025

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## May 2025

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## June 2025

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### Certified Staff:

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Assistant Superintendent  
 Chief Financial Officer  
 Chief HR Officer  
 Coordinator - CTE  
 Coordinator - Curriculum & Instruction  
 Coordinator - Health Services  
 Coordinator - HR  
 Coordinator - Public Information  
 Coordinator - Supplemental Programs  
 Coordinator - Technology  
 Deputy Superintendent  
 Director of Curriculum & Instruction  
 Director of Employee Services  
 Director of Nutrition  
 Director of Plant Facilities  
 Director of SPED  
 Director of Technology  
 Director of Transportation  
 Principal - Senior High School  
 Principal - Senior High School Activities Director

# 220 Day Calendar 2024 - 2025

## July 2024

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
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## August 2024

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## September 2024

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## October 2024

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## November 2024

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## December 2024

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## January 2025

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## February 2025

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## March 2025

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## April 2025

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## May 2025

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## June 2025

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### Certified Staff:

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Principal - Alternate School  
 Principal - Middle School  
 Principal - Virtual  
 Coordinator - Secondary SPED

# 215 Day Calendar 2024-2025

## July 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
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## August 2024

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## September 2024

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## October 2024

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## November 2024

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## December 2024

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## January 2025

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## February 2025

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## March 2025

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## April 2025

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## May 2025

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## June 2025

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### Certified Staff:

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Principal - Associate, Middle School  
 Principal - Associate, Senior High School  
 Principal - Intermediate

# 205 Day Calendar 2024 - 2025

## July 2024

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
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## August 2024

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## September 2024

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## October 2024

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## November 2024

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## December 2024

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## January 2025

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## February 2025

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## March 2025

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## April 2025

		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			

## May 2025

				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

### Certified Staff:

Principal - Elementary



Remit Email: syed.shaukath@powerschool.com  
 Quote Date: 11-JUN-2024  
 Quote #: Q-882221-2

Sales Quote - This is Not An Invoice

Prepared By: Syed Shaukath  
 Customer Name: Garden City Unified School District 457  
 Contract Term: 12 Months  
 Start Date: 29-OCT-2024  
 End Date: 28-OCT-2025  
 Billing Frequency: Annually

Customer Contact: Rebecca Partin  
 Title: Certified Personnel Specialist  
 Address: 1205 Fleming  
 City: Garden City  
 State/Province: Kansas  
 Zip Code: 67846  
 Phone #: 6208057024

Product Description	Quantity	Unit	Extended Price
<b>Initial Term 29-OCT-2024 - 28-OCT-2025</b>			
<b>License and Subscription Fees</b>			
Applicant Tracking	1.00	Students	USD 10,573.87
Perform Data Export PDF	1.00	Each	USD 0.00
SchoolSpring Job Board Unlimited	1.00	Students	USD 7,394.86
Perform District	1.00	Students	USD 21,354.06

License and Subscription Totals: **USD 39,322.79**

**Quote Total**

<b>Initial Term</b>	<b>29-OCT-2024 - 28-OCT-2025</b>
<b>Amount To Be Invoiced</b>	<b>USD 39,322.79</b>

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at [https://www.powerschool.com/MSA\\_Mar2024/](https://www.powerschool.com/MSA_Mar2024/), as may be amended.

By either (i) executing this quote or (ii) accessing the services described herein, Customer agrees that the subscription for such services will continue for succeeding subscription periods on the same terms and conditions as set forth herein (subject to a standard annual price uplift) unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the current subscription period.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Garden City Unified School District 457

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Rebecca Partin

Title: Chief Financial Officer

Job Title:

HR Specialist

Date: 15-DEC-2023

Date:

PO Number: \_\_\_\_\_



The Clinical Contract Agreement by and between Garden City Community College, and USD 457, has been reviewed this 16<sup>th</sup> day of July 2024, and will remain in effect without change for the scholastic year beginning on August 19, 2024, and ending on June 30, 2025.

Garden City Community College

Finney County, Kansas

By \_\_\_\_\_

\_\_\_\_\_

Dean of Technical Education and  
Workforce Development

Date

By Sheeie Emahiser MSN RN

7-16-2024

Director of Nursing Education

Date

USD 457

Finney County, Kansas

By \_\_\_\_\_

\_\_\_\_\_

Michelle Shull

Date

By \_\_\_\_\_

\_\_\_\_\_

Admin

Date



## AGREEMENT

THIS AGREEMENT made and entered into this 16<sup>th</sup> day of July 2024, by and between GCCC Nursing Department, Finney Country, Kansas, hereinafter referred to as “College” and USD 457, hereinafter referred to as “Cooperating Agency”.

### WITNESSETH:

THAT WHEREAS College and Cooperating Agency acknowledge a public obligation to contribute to education for nursing for the benefit of students and for community needs and College has established a program in nursing which requires the educational facilities of the Cooperating Agency in clinical practice.

AND WHEREAS, Cooperating Agency has clinical facilities suitable for the educational needs of the College program in nursing and it is to the mutual benefit of both the College and the Cooperating Agency that students have opportunities for clinical education as students and future practitioners.

NOW THEREFORE, in consideration of the foregoing, the following Agreement is affected by the proper authorizing bodies of both parties, each in independent status from the other, the said parties agreeing to be governed by the following general concepts of cooperative action, to-wit:

## FIRST: RESPONSIBILITIES AND PRIVILAGES OF THE COLLEGE

### A. For the Program in General

- a. College Assumes full responsibility for offering an education program eligible for accreditation by the Kansas State Board of Nursing.
- b. College will provide the same quality of educational program in nursing as it does in other curriculum offerings in the college.

### B. Clinical Instruction

- a. College will provide the necessary faculty for the nursing major who are both qualified instructors and competent registered nurse practitioners.
- b. College nursing faculty will plan, develop, implement, and be responsible for all clinical instruction and evaluation of students.
- c. College will provide an orientation period during which nurse faculty can become familiar with Cooperating Agency policies, practices, and facilities before instructing students there.
- d. College will develop a "Clinical Instructional Plan" for using the Cooperating Agency's clinical areas to meet the educational goals of the curriculum in nursing. This plan shall be made available to the Cooperating Agency at a mutually-agreed-upon time prior to the commencement of use and instruction of Cooperating Agency's facilities and subject to revision in instances where conflicts with Cooperating Agency's facilities and subject to revision in instances where conflicts with Cooperating Agency's care responsibilities seem to exist.

- e. Faculty will be responsible for learning and observing the policies and regulations of both College and Cooperating Agency as they apply to the circumstances of clinical teaching.
- f. Faculty shall have reasonable opportunity to serve as resource persons to the Cooperating Agency staff in matters contributing to the quality of patient care, such as serving on nursing care committees and sharing knowledge as clinical experts.
- g. College is responsible to assure that students assigned to the Cooperating Agency for clinical instruction meet both College and Cooperating Agency standards of health and have the academic ability to profit from the experience.

### C. College Privileges

- a. College has the privilege of regularly scheduled meetings with the Cooperating Agency staff including both selected floor personal and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in nursing.

## SECOND: RESPONSIBILITIES AND PRIVILEGES OF THE COOPERATING AGENCY

### A. General Responsibilities

- a. Cooperating Agency will maintain the standards which make it eligible for approval as a clinical area for instruction in an accredited program in nursing.

- b. Cooperating Agency will permit the faculty and students of the College to use its patient care and patient service facilities for clinical education according to a plan approved by the Kansas State Board of Nursing. Details of such educational use may be modified to fit changing needs and will be described in the “Clinical Instructional Plan”, submitted to the person responsible for coordinating the educational experience and reviewed prior to the arrival of students. It shall be mutually satisfactory to both the educational goals of the college and the patient care standards of the Cooperating Agency.

## B. Facilities and Supplies

- a. Cooperating Agency will make available for education purposes rooms or areas where groups of students may hold discussions and receive clinical instruction from the facility:
  - i. Examples of facilities
    1. Areas for demonstration of Cooperating Agency Equipment
    2. Areas for pre- and post- clinical conferences
    3. Desk space where the teacher can make clinical assignments and plans.
- b. Cooperating Agency will permit the educational use of such supplies and equipment as are commonly available for patient care.
- c. Cooperating Agency will provide the following facilities and services to college students and faculty
  - i. Examples

1. Reasonable use of the parking areas?
  2. Space for coats, textbooks, etc.
- d. Cooperating Agency will provide access to sources of information for educational purpose
- i. Examples
    1. Chats; nursing station references such as Kardex.
    2. Procedure guides, policy manuals
    3. Standard clinical references such as Medical Dictionary, Diagnostic Tests, pharmacology references, and standard references suitable to the clinical area and care program.

#### C. Staff Participation in Education

- a. Cooperating Agency staff may participate in education on the request of the instructor. This may be in the roles of resource persons, clinical experts, or assisting in the planning and implementation of aspects of clinical education. Such participation will be voluntary and shall not interfere with assigned duties.
- b. Cooperating Agency will designate a staff member will serve as the person responsible for coordinating the educational experience in connection with all educational use of Cooperating Agency's facilities.

#### D. Cooperating Agency Privileges

- a. The Cooperating Agency may refuse educational access to its clinical areas to any College personnel who do not meet its Employee Standards for Safety and

health. Persons with a communicable disease or open wounds are excluded from the patient areas.

- b. The Cooperating Agency may resolve any problem situation in favor of the patient's welfare and restrict the student at college personal involved to the observer role until the incident can be clarified by the staff in charge and the instructor. The determination as to when a problem exists, and the method of alleviating such problem including complete suspension of all (Coopering Agency) privileges to the student or personnel involved, shall be made jointly by the Chief Administrative Officer of the Cooperating Agency, Chief Administrative Office of the College, Director of Nursing or the Cooperating Agency, and Director of Nursing Education of the College.

### THIRD: STATUS OF STUDENTS

1. Students will have the status of learners and will not replace Cooperating Agency staff nor give service to patients apart from its educational value.
2. Students are subject to the authority, policies, and regulations of the Cooperating Agency. They are also subject, during clinical assignment, to the same standard as are set for Cooperating Agency employees in matter relating to the welfare of patients and the standards of the Cooperating Agency.
3. Students will wear the designated attire in clinical areas.

### FOURTH: LIABILITY STATUS OF THE CONTRACTING AGENCIES

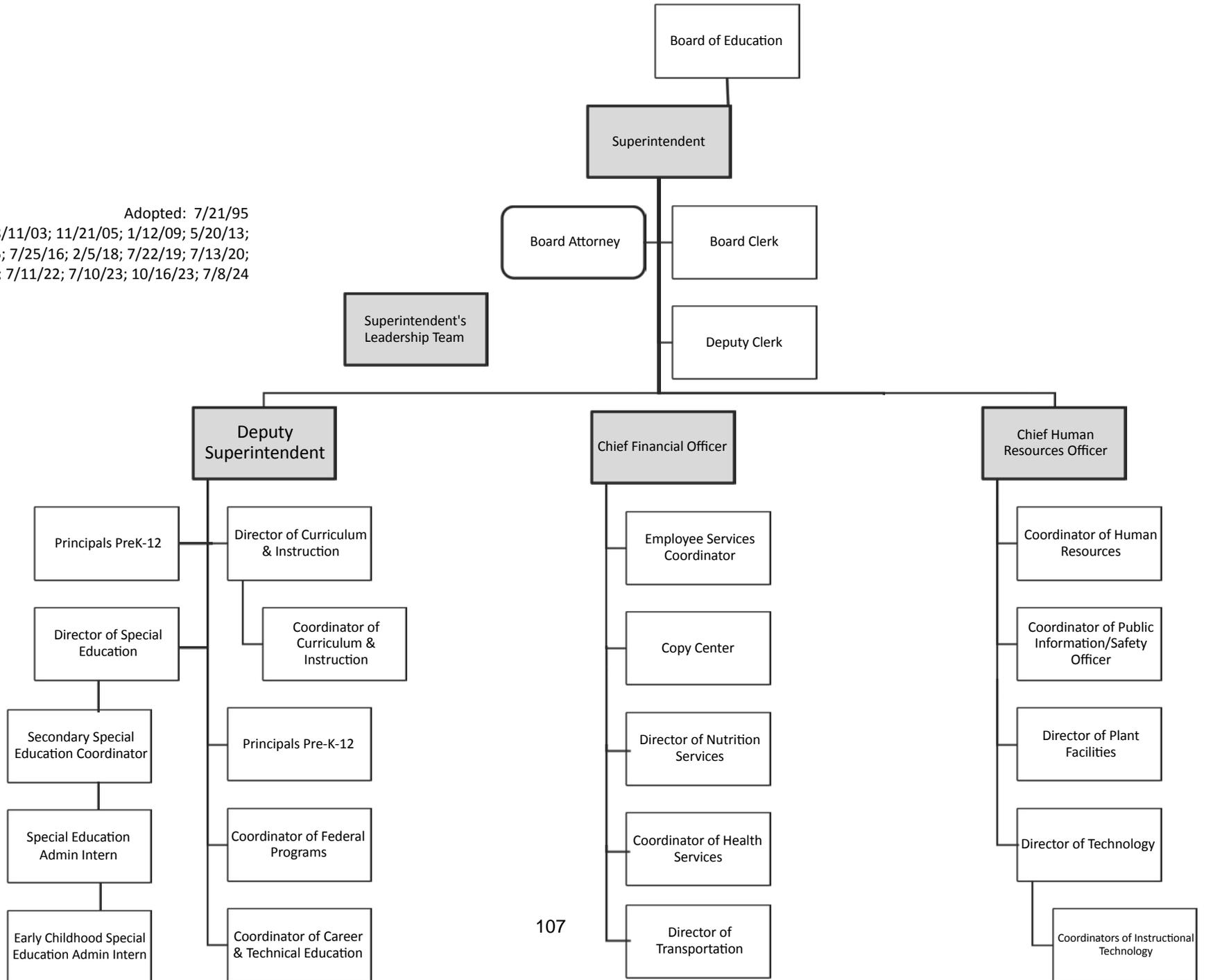
1. The Cooperating Agency shall carry its usual malpractice, public liability errors and omissions and compensation insurance, the same to be in effect during the time that students at the College are on clinical assignment.
2. The College will provide the Cooperating Agency with an appropriate certificate of insurance reflecting that each student, faculty member, or other agent or employee of the College, while performing any of the duties or services contemplated under this Agreement, has public liability insurance in a minimum amount of \$100,000 for each claim that may be asserted.

#### FIFTH: DURATION OF THE CONTRACT

1. This contract shall initially be in effect from the date hereof until the conclusion of the Spring 2025 semester of study at the Garden City Community College. It shall continue in effect thereafter on a school year basis, each year to include a Fall and Spring Semester of educational activities, unless termination has occurred by the giving of written notice from either party ninety (90) days in advance of the end of any such Spring Semester. Failing such notice, this contract shall continue in full force and effect on the year-to-year basis set forth above, subject only to mandatory review and such modification as the parties deem desirable each year, such mandatory review to take place between the contract parties to the conclusion of the Spring Term.

# USD 457 Organizational Chart 2024-25

Adopted: 7/21/95  
 Revised: 7/22/96; 8/11/03; 11/21/05; 1/12/09; 5/20/13;  
 7/28/14; 8/10/15; 7/25/16; 2/5/18; 7/22/19; 7/13/20;  
 7/26/21; 7/11/22; 7/10/23; 10/16/23; 7/8/24



## Deputy Superintendent

- PreK-12 School Improvement Plans
- Library Media Services
- PreK-12 Curriculum
- District Instructional Programs
- MTSS/Curriculum Council
- SAT
- KESA
- Counseling
- **Coordinator of Supplemental Programs**
  - Title I
  - ELL
  - Migrant Family Literacy
  - ELF Program
  - Homeless Liaison
  - Migrant
  - Local Consolidated Plan
  - Federal Grants
- **Professional Development**
  - Public SchoolWorks
  - PD Council
- State Assessments
- District Assessments
- Program Research/Development
- Instructional Programs
- Data Analysis
- Formative Assessments
- ELA instruction
- After School Program
- Instructional Coaches
- Spelling Bee
- PreK-12 field trips
- Retention
- ASQ
- **CTE**
  - AVID
  - Xello
- Perkins Grant
- Dyslexia
- BOE Policies
- District Improvement Plan
- Student Discipline
- Foster Care
- Truancy
- District Strategic Plan
- Interlocal Agreements
- Bullying Prevention
- Early Childhood SPED
- **Director of Special Education**

## Chief Human Resources Officer

- Legal Issues
- Personnel Recruitment/Selection
- Employee Relations
- Title IX
- Teacher Licensure
- Employee Evaluation
- Title VI/Title VII/EEOC
- District Staffing
- **HR Coordinator**
  - Personnel Recruitment/Selection
  - Teacher Licensure
  - Tuition Reimbursement Program
  - Substitute Program
  - Unemployment
  - Personnel Information Storage
  - Teacher/Staff Mentoring
  - District Staffing
  - Student Teachers
  - Crossing Guards
- School Resource Officers (SRO)
- Day to Day operations
- School Calendar
- Fixed Assets Inventory
- Long-Range Facility Plan
- **Public Information/Safety Officer**
- Media Services
- Communication
- District Web Site
- Alumni
- GCPS Foundation
- Crystal Apple Teacher Program
- GCHS Hall of Fame
- Staff Appreciation Dinner
- BBS Liaison
- Kids Voting
- Security Liaison with Principals
- Police Dept. Liaison
- Emergency Preparedness
- District Crisis Plan
- Family Court Liaison
- Safety Training/Drills
- Safety Grant
- ALICE
  - Threat Assessment
  - Wellness Program
- **Director of Plant Facilities**
  - Maintenance
  - Custodial
  - Warehouse

### Deputy Superintendent Continued

- SPED Services
- SPED Budget
- Federal Compliance
- IEPs
- 504 Plans
- MHIT
- **Secondary Special Education Coordinator**
- **Elementary TOSA**
- **Early Childhood TOSA**

### Chief Financial Officer

- Financial Projections
- Purchasing
- Revenues
- Accounts Payable
- Auditing
- Banking
- Worker's Compensation
- Payroll
- Construction
- Bond Issues
- Negotiations/Meet & Confer
- Student Funds
- Copy Services
- Teacher Resource Center
- Employee Benefits
- Program Budgeting
- District Budget
- FMLA
- **Coordinator of Employee Services**
- **Coordinator of Health Services**
- **Director of Nutrition Services**
  - Free & Reduced
- **Director of Transportation**

### Chief Human Resources Officer Continued

- **Director of Technology**
- Student Records
- Demographics/Statistics
- Information Mgmt. System
- KIDS Data
- Instructional Technology
- Network Infrastructure
- Phone System
- District Long-Range Technology Plan

**INDIVIDUALIZED EDUCATION PLAN  
REVIEW SERVICES AGREEMENT**

THIS INDIVIDUALIZED EDUCATION PLAN REVIEW SERVICES AGREEMENT (Agreement) is made and entered into this 30<sup>th</sup> day of July 2024, by and between the UNIFIED SCHOOL DISTRICT NO. 457 (USD 457), and Rhonda Sturick (IEP FINAL REVIEWER).

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

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

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

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

2. **TERM.** The term of this Agreement shall be from date of execution to June 15, 2025.

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

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

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

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

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

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

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

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

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

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

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

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

and

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

IEP FINAL REVIEWER:

Rhonda Stuvick

Garden City, Kansas 67846

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

11. **GENERAL PROVISIONS.**

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

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

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

BOARD OF EDUCATION  
UNIFIED SCHOOL DISTRICT NO. 457

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Randy Ralston, President

ATTEST:

IEP FINAL REVIEWER

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

By Rhonda L. Sturck 7/30/24  
Rhonda L. Sturck, Final IEP  
Print name and title Reviewer

\_\_\_\_\_  
Date



## **SCHOOL RESOURCE OFFICER AGREEMENT**

THIS SCHOOL RESOURCE OFFICER AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of August, 2024, by and between the CITY OF GARDEN CITY, KANSAS ("City"), the GARDEN CITY POLICE DEPARTMENT ("GCPD"), and the BOARD OF EDUCATION OF UNIFIED SCHOOL DISTRICT NO. 457 ("USD 457").

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is for the City to assign uniformed law enforcement officers (hereinafter referred to as "SROs"), vehicles, radios and all necessary equipment for the School Resource Officer Program. SROs will work with school personnel in providing alcohol and drug education, maintaining a safe campus environment, serving as a law enforcement problem-solving resource, and providing the appropriate response during on-campus or school related criminal activity.

2. **Term.** The term of this Agreement shall be from the first day of school in August 2024 through the last day of school in May 2025, as designated by USD 457's academic calendar, provided that the term may be extended by USD 457 as it deems necessary to satisfy attendance requirements that may have been affected by weather or other factors. During days that schools are not in session, SROs shall perform regular police duties at a duty station as determined by the City's Chief of Police.

3. **Termination.** This Agreement may be terminated without cause by either party upon 30 days prior written notice.

4. **Relationship of Parties.** The City and SROs shall have the status of an independent contractor of USD 457 for purposes of this Agreement. All SROs assigned to USD 457 shall be considered employees of the City, subject to the City's control and supervision. Assigned SROs will be subject to current procedures in effect for City police officers, including attendance at all mandated training and testing to maintain state law enforcement officer certification. USD 457 agrees to cooperate with the City in any administrative investigation regarding violations of such procedures by SROs assigned to USD 457. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that no person supplied by USD 457 to accomplish the goals of this Agreement is a City employee and that no rights under City civil service, retirement, or personnel rules accrue to such person.

The City will continue to maintain all records concerning the performance of services here listed, including SRO employment records and any reports required by the City's Standards of Conduct or Standard Operating Procedure.

5. **Consideration.** USD 457 shall pay to City, the sum of Three Hundred Eleven Thousand Six Hundred Eight and 95/100 Dollars (\$311,608.95), for the services of four (4) law enforcement officers for the 2024-25 school year. The payments from USD 457 to City shall be made as follows: One Hundred Fifty-five Thousand Eight Hundred Four and 47/100 Dollars (\$155,804.47) on or before December 15, 2024, and the remaining amount of One Hundred Fifty-five Thousand Eight Hundred Four and 47/100 Dollars (\$155,804.47) on or before June 15, 2025. The amount paid by USD 457 represents three-fourths of the total salary and benefits to be paid to the law enforcement officers.

6. **SRO Responsibilities.** SROs assigned to USD 457 shall:
- a. Provide a program of law and education-related issues to the school community, including parents, on such topics as: tobacco, alcohol and drug issues, violence diffusion, violence prevention, and other safety issues in the school community.
  - b. Act as a communication liaison with law enforcement agencies, providing basic information concerning students on campuses served by the SRO. SROs also will share information with an administrator about persons and conditions that pertain to campus safety concerns.
  - c. Provide informational in-services and be a general resource for USD 457 staff on issues related to alcohol, drugs, violence prevention, gangs, safety, and security.
  - d. Gather information regarding potential emerging issues such as criminal activity, gang activity and student unrest, as well as attempt to identify particular individuals who may be a disruptive influence to the school and/or students.
  - e. Take the appropriate steps consistent with a Kansas law enforcement officer's duty when a crime occurs.
  - f. Present educational programs to students and school staff on topics agreed upon by both parties.
  - g. Refer students and/or their families to the appropriate agencies for assistance when a need is determined.
  - h. Notify the building principal as soon as practicable of any significant enforcement event or public safety threat, including advising the building principal prior to taking legal action, subject to the SRO's duties under the law (unless, in the SRO's professional opinion, circumstances prevent prior notice).
  - i. Refer violations of USD 457's discipline code to USD 457 administration. SROs shall not act as school disciplinarians, nor make recommendations regarding school discipline. USD 457 administrators are solely responsible for school discipline and will not request the SROs assistance in such matters. SROs shall not be involved with the enforcement of school rules or disciplinary infractions that are not violations of law.
  - j. SROs are not to be used for regularly assigned lunchroom duties, as a regular hall monitor, bus duties or other monitoring duties. If there is an unusual/temporary problem in one of these areas, SROs may assist USD 457 employees until the problem is solved.
  - k. Provided further that nothing required herein is intended to nor will it constitute a relationship or duty for the assigned SROs or the City beyond the general duties that exist for law enforcement officers within the State.

- I. Maintain the confidentiality of student records, as outlined in paragraph 11 below.

7. **Time and Place of Performance.** The City will make all reasonable efforts to have an SRO available for duty at his or her assigned school each day that school is in session during the regular school year. The City is not required to furnish a substitute SRO on days when the regular SRO is absent due to illness or police department requirements. SROs shall be and remain full-time uniformed law enforcement officers of and for the City, shall remain duly licensed and qualified to carry/use firearms and operate patrol cars, and shall otherwise be able to meet the physical demands of the services described herein. Notwithstanding anything herein to the contrary, in the event an officer should, for any reason, fail to remain so qualified, the City shall provide a substitute SRO to perform the services until such time as the unqualified SRO is able to resume his or her regular duties. SROs' activities will be restricted to their assigned school grounds except for:

- a. Follow-up home visits when needed as a result of school related student problems.
- b. School related off-campus activities when SRO participation is requested by the principal and approved by the City.
- c. Responding to off-campus, but school related, criminal activity.
- d. Responding to emergency police activities.

8. **USD 457 Responsibilities.**

- a. USD 457 will provide each SRO an on-site office and such supplies and equipment as are necessary at his or her assigned school. This equipment shall include a telephone, filing space capable of being secured, and access to a computer.
- b. USD 457 will report crimes to law enforcement in accordance with USD 457's board policy. The City will be the primary investigative agency of such crimes that are reported to them by USD 457.

9. **Search and Seizure; Interrogations.**

- a. Any searches of students and any searches and/or seizures of property conducted by SROs for law enforcement purposes shall be limited to and performed in accordance USD 457's school board policies, so long as those policies do not conflict with GCPD Standard Operating Procedure.
- b. Any interviews of students conducted by SROs for law enforcement purposes shall be limited to and performed in accordance with USD 457's school board policy, so long as the policy does not conflict with GCPD Standard Operating Procedure, attached hereto.

10. **Student Records.** The release of student records is governed by Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA"). For purposes of access to student records, SROs are considered a "school official" and may be provided students'

personally identifiable information (“PII”) on an as-needed basis to carry out SRO duties for legitimate educational purposes. In addition, SROs may only use PII for the purpose for which the disclosure was made and to promote school safety and the physical security of students. SROs, acting as school officials, may request student records from a USD 457 administrator for legitimate educational purposes. SROs may not disclose PII obtained from student records, without prior written consent, to others, including other officers who are not acting in the capacity as school officials, unless the disclosure fits within one of the exceptions to consent in FERPA.

11. **Indemnity.** Indemnification for both parties will be governed by the Kansas Tort Claims Act.

12. **Miscellaneous.**

- a. This Agreement is subject to the terms of Form DA146a (Rev. 07/19), which is attached hereto to and made part of this Agreement as though fully set forth in this Agreement.
- b. Neither the City nor USD 457 may assign this Agreement without the prior written approval of both parties.
- c. Nothing in this Agreement shall be construed as a limitation on the powers, rights, authority, duty and responsibilities conferred upon either party under Kansas law.
- d. In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.
- e. The failure of either party to enforce one or more provisions of this Agreement with respect to any particular breach shall not be deemed or construed to constitute a waiver of any other breach of this Agreement.
- f. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter contained herein and supersedes all prior agreements concerning the same subject matter, whether written or oral. This Agreement may be modified only by a writing signed by both parties.
- g. The parties may execute this Agreement in counterparts. The parties represent and warrant that each respective signatory is fully authorized to enter into and to execute this Agreement on behalf of the named party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF GARDEN CITY, KANSAS

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Manuel F. Ortiz, Mayor

ATTEST:

\_\_\_\_\_  
Celyn N. Hurtado, City Clerk

\_\_\_\_\_  
Date

GARDEN CITY POLICE DEPARTMENT

By \_\_\_\_\_  
Courtney E. Prewitt, Chief

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

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Randy Ralston, President

ATTEST:

\_\_\_\_\_  
Jennifer Ramos, Clerk of the Board

# Model Notification of Rights under FERPA for Schools

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the [Name of school ("School")] receives a request for access.

Parents or eligible students who wish to inspect their child's or their education records should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the [School] to amend their child's or their education record should write the school principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest must be set forth in the school's or school district's annual notification for FERPA rights. A school official typically includes a person employed by the school or school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer, contractor, or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist;

a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

[Optional] Upon request, the school discloses education records without consent to officials of another school or school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer. [NOTE: FERPA requires a school or school district to make a reasonable attempt to notify the parent or student of the records request unless it states in its annual notification that it intends to forward records on request or the disclosure is initiated by the parent or eligible student.]

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the [School] to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Student Privacy Policy Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202

[NOTE: In addition, a school may want to include its directory information public notice, as required by § 99.37 of the regulations, with its annual notification of rights under FERPA.]

[Optional] See the list below of the disclosures that elementary and secondary schools may make without consent.

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in § 99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, § 99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in § 99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(3) are met. (§ 99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already

enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of § 99.34. (§ 99.31(a)(2))

- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency (SEA) in the parent or eligible student's State. Disclosures under this provision may be made, subject to the requirements of § 99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf, if applicable requirements are met. (§§ 99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary for such purposes as to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§ 99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to § 99.38. (§ 99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction, if applicable requirements are met. (§ 99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§ 99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§ 99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena if applicable requirements are met. (§ 99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to § 99.36. (§ 99.31(a)(10))
- Information the school has designated as "directory information" if applicable requirements under § 99.37 are met. (§ 99.31(a)(11))
- To an agency caseworker or other representative of a State or local child welfare agency or tribal organization who is authorized to access a student's case plan when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student in foster care placement. (20 U.S.C. § 1232g(b)(1)(L))

- To the Secretary of Agriculture or authorized representatives of the Food and Nutrition Service for purposes of conducting program monitoring, evaluations, and performance measurements of programs authorized under the Richard B. Russell National School Lunch Act or the Child Nutrition Act of 1966, under certain conditions. (20 U.S.C. § 1232g(b)(1)(K))

## **MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made this \_\_\_\_ day of August, 2024, by and between the City of Garden City, Kansas, Garden City Police Department, and Unified School District No. 457 for the School Resource Officer Program.

### **I. GOALS AND OBJECTIVES**

#### **A. Mission Statement**

The City of Garden City, Kansas (the "City"), on behalf of its unincorporated agency, the Garden City Police Department ("GCPD"), and Unified School District No. 457 ("USD 457"), mutually agree that maintaining an atmosphere where teachers feel safe to teach, and students feel safe to learn, benefits the Garden City community and society as a whole. To foster this goal, GCPD has created a School Resource Officer ("SRO") Program. The SRO Program ("Program") consists of specially trained GCPD law enforcement officers assigned to USD 457 high school and middle schools, who provide education, intervention, counseling, deterrence, and law enforcement, not only to students and staff, but also to the Garden City community. SROs also provide support to USD 457 intermediate and elementary schools as time and resources permit.

#### **B. Relationship of Parties**

SROs shall be employees of the City/GCPD and subject to their control and supervision. Nonetheless, USD 457 shall designate each SRO as a "school official" and a "law enforcement unit," as both terms are defined by the Family Educational Rights and Privacy Act ("FERPA"), 20 USC§ 1232g, and associated regulations.

This Agreement does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties. The parties agree that no employees they respectively assign to accomplishing the goals of the Agreement shall in any way be considered employees of the other party, nor shall they be entitled to any employee benefits provided by the other party.

#### **C. Description of General Duties**

1. SROs will:
  - a. Present law-related curriculum to USD 457 students, staff, and parents.
  - b. Provide USD 457 students, staff, and parents law-related guidance and information on available community resources.
  - c. Assist with facilitating resolution of USD 457 student conflicts and guiding students and parents to appropriate community services, working closely with USD 457 social workers, counselors, and administrators to ensure student access to all available resources.

- d. Provide a positive law enforcement presence in USD 457 schools and community. SROs will investigate matters which involve USD 457 students and work closely with school administrators. SROs will also serve as a liaison between USD 457 school administrators and the GCPD.
2. USD 457 school administrators and staff will:
    - a. Work cooperatively with the SROs and GCPD to ensure safety in the facilities to which SROs are assigned.
    - b. Provide SROs access to information and resources that will aid in SROs working with USD 457 school administrators and staff to address incidents of school delinquency, truancy, and criminal behavior and incidents that occur on school property, at school sponsored events, and at other locations where USD 457 students are involved.

#### D. Desired Outcomes

The program is intended to produce the following outcomes:

1. A decrease in criminal activities - particularly violence, gangs, illegal drugs vandalism, and thefts - on USD 457 school properties to which SROs are assigned, and at USD 457 sponsored events and activities SROs attend at the request of USD 457 administrators.
2. An atmosphere in USD 457 schools to which SROs are assigned where teachers feel safe to teach and students feel safe to learn.
3. An increase in identifying at risk youth and guiding them to resources through which they can receive assistance.
4. An increase in positive communications between at risk youth and law enforcement officers.
5. An opportunity for students to develop problem solving and life skills.

## II. ROLES AND RESPONSIBILITIES

### A. Responsibilities of SROs and the GCPD

1. GCPD shall recruit, train, and assign certified law enforcement officers to serve as SROs in each USD 457 middle and high schools. SROs will be visible, active, and professional in the USD 457 schools they serve;
2. SROs will provide leadership in addressing tobacco, alcohol, and drug issues; preventing and diffusing violence; and enhancing safety in the USD 457 school community;

3. SROs will serve as communication liaisons between law enforcement agencies and the USD 457 schools, sharing basic information concerning students as necessary and appropriate;
4. SROs will build rapport with USD 457 students and staff, and between those students and staff and the GCPD.
5. SROs will present programs to USD 457 parents and the community on issues related to tobacco, alcohol, and other drugs, violence prevention and safety;
6. SROs will provide information for USD 457 staff on issues related to drugs, violence, gangs, safety, and security;
7. SROs will gather information regarding potential problems such as criminal activity, gang activity, and student unrest, and identify particular individuals who may be a disruptive influence to USD 457 schools, staff, administrators or other students;
8. SROs will share information regarding potential problems and threats with appropriate school staff and administrators;
9. SROs will take the appropriate steps, consistent with their law enforcement officer duties, when a crime occurs;
10. SROs will maintain a current list of referral services and provide USD 457 students and/or their families information about resources for possible assistance when a need is determined;
11. SROs will attend off-campus USD 457-sponsored and related meetings and activities, including staff in-services and parent group meetings, as requested by USD 457 administrators and approved by the Program lieutenant;
12. SROs will respond to off-campus criminal activities that are determined or believed to be related to USD 457 students.
13. SROs will NOT be responsible for lunchroom supervision, hall monitoring, or bus duties. SROs will NOT function as school disciplinarians, nor make recommendations regarding student discipline. However, if a USD 457 school principal believes an incident involves a crime, the principal may contact the SRO to determine whether law enforcement action is appropriate;
14. SROs will take a report as necessary when an incident occurs;
15. SROs will generally be available to USD 457 students and staff during regular school hours, and will provide advance notice to their assigned school, when possible, if they will be away for more than a half day at a time. Regardless, SROs will respond to emergency law enforcement activities and court appearances as required, whether or not they are related to USD 457;
16. SROs will direct any media representatives who contact them to the SRO Program supervisor or other appropriate GCPD supervisor.

17. GCPD acknowledges that when its SROs are provided access to or allowed to inspect any student records maintained by USD 457, release of such records and any information gleaned from them is governed by FERPA, and it agrees the SROs will abide by FERPA.

**B. Responsibilities of USD 457**

1. USD 457 will fund the SROs' attendance at the National Association of School Resource Officers Basic SRO course, and at other trainings USD 457 agrees to, upon request by the Program supervisor.
2. USD 457 shall consider each SRO to be a "school official" and "law enforcement unit" in accordance with FERPA, and shall provide SROs students' class schedules and other records that may contain personally identifiable information ("PII"), for legitimate educational purposes, including, but not limited to, promoting school safety and the physical security of students, subject to FERPA.
3. USD 457 shall provide SROs access to and the ability to inspect and copy student records, including those in Skyward, captured through security systems, and otherwise subject to FERPA. Unless the disclosure would fit within one of the exceptions to consent in FERPA, SROs may not disclose PII obtained from student records to others, including to other GCPD officers who are not acting in the capacity of SROs, without prior written consent.
4. USD 457 shall provide a liaison in each school to coordinate with the SRO assigned there, and shall ensure that administration and staff cooperate, to the extent allowed by law, with law enforcement investigations and any subsequent actions related to crimes or criminal activities on USD 457 properties.
5. Principals of the USD 457 schools to which SROs are assigned may complete an annual evaluation of the Program and, along with the Program supervisor, contribute to the annual performance evaluation for the SRO assigned to their respective schools.
6. USD 457 will reimburse the City, as billed quarterly at the off-duty hourly rate of each respective SRO, for SROs' attendance at USD 457's request at school- sponsored or related meeting or activities outside SROs' normal work hours.
7. USD 457 will provide, at its expense, the following resources, equipment, and supplies to each SRO:
  - a. Office and filing space that is private and may be secured;
  - b. Basic office supplies, including paper, pens, copying, and printing services;
  - c. Computer equipment, access to the internet, and a USD 457 email account;
  - d. A USD 457 identification badge with district-wide access, as well as a grand master key for all USD 457 properties and facilities;
  - e. A telephone with a private extension;
  - f. A school radio; and

- g. A designated parking space.

### III. CHAIN OF COMMAND AND ENFORCEMENT PROCEDURES

#### A. Chain of Command

SROs are under the direction of the GCPD Chief of Police. SROs report to the GCPD Community Response Sergeant, who in turn reports to a GCPD Lieutenant and the Patrol Division Commander. Each SRO will collaborate and consult with their assigned school's administrators on a daily basis. However, SROs' ultimate responsibility is to carry out their duties as officers of the GCPD, as expressed and interpreted through their chain of command.

#### B. Enforcement Procedures

1. SROs have decision-making authority regarding enforcement within the school, on school grounds, at school sponsored events, and other locations in which students are involved.
2. Arrests, interrogations, or interviews with USD 457 students or staff shall be carried out in a manner that is consistent with the SRO's best judgement, legal requirements, and applicable GCPD policies and procedures, along with USD 457's board policies.
3. Any enforcement actions taken by SROs on school grounds should be as non-intrusive as possible and should foster an ongoing, long-term relationship between USD 457 and GCPD. Whenever possible, SROs will consider the interests of all concerned parties, including those of school administrators, when deciding on a course of action in a particular situation.
4. When practicable, an SRO will advise the respective school principal or administrator prior to taking enforcement action on school grounds, subject to the SRO's duties under the law. Otherwise, the SRO will notify the respective school principal or administrator as soon as practicable after any action is taken.

#### C. Dedicated to School

During the school year, SROs will devote at least 75% of their work hours to the school where assigned.

#### D. Training and Re-certification

Notwithstanding assignment to the Program, SROs are subject to all applicable GCPD training and qualification requirements.

### IV. TERM

Subject to annual appropriations by the City and all provisions of the Kansas Cash Basis Law (K.S.A. 10-1112 and 10-1113), the term of this Agreement shall be from August 1, 2024 through May 31, 2025, and will automatically renew annually on August 1st of each successive year, unless one of the parties notifies the other in writing of its desire to cancel at least 30 days before May

31st of the then-current year.

**V. LIABILITY AND INDEMNIFICATION**

Neither party shall be liable for any damages incurred by the other party in connection with this Agreement, nor shall they be required to defend, hold harmless or indemnify the other party for any acts or omissions. The liability of both parties is defined under the Kansas Tort Claims Act (K.S.A.75-6101, *et seq.*)

**VI. MISCELLANEOUS**

- A. In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.
- B. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter contained herein and supersedes all prior agreements concerning the same subject matter, whether written or oral. This Agreement may be modified at any time by a writing signed by both parties.

CITY OF GARDEN CITY, KANSAS

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Manuel F. Ortiz, Mayor

ATTEST:

\_\_\_\_\_  
Celyn N. Hurtado, City Clerk

GARDEN CITY POLICE DEPARTMENT

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Courtney E. Prewitt, Chief

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

\_\_\_\_\_

128 By \_\_\_\_\_

Date

Randy Ralston, President

ATTEST:

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Jennifer Ramos, Clerk of the Board

**MEMORANDUM**

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Mike Dominguez Superintendent  
**DATE:** 8/5/2024  
**RE:** **Election of delegate and alternate Delegate for KASB**

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**ISSUE:**

The Board of Education is asked to elect a delegate and alternate delegate for Kansas Association of School Boards

**BACKGROUND:**

The board is asked to elect a delegate and alternate delegate for the Kansas Association of School Boards Delegate Assembly on November 16 during their annual conference this policy was originally adopted by the Board of education on 6-15-92.

**ALTERNATIVES:**

1. Elect a delegate and alternate delegate for the Kansas Association of School Boards Delegate Assembly
2. Do not elect a delegate and alternate delegate for the Kansas Association of School Boards Delegate Assembly

**RECOMMENDATION:**

No recommendation

**FISCAL NOTE:**

Not applicable

**ATTACHMENTS:**

None

## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr. Dominguez, Superintendent  
**FROM:** Jennifer Ramos, Clerk of the Board  
**DATE:** August 5, 2024  
**RE:** Board Committee Assignments

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**ISSUE:**

The Board of Education members are asked to sign up for Board Committees Assignments.

**BACKGROUND:**

The Board of Education signs up for Board committees on an annual basis.

**ALTERNATIVES:**

No other alternatives applicable.

**RECOMMENDATION:**

That the Board of Education members continue on their current committees or sign up for a new committee as desired.

**FISCAL NOTE:**

None

**ATTACHMENTS:**

Board Committee Assignment sign-up sheet.

**Committees (Approximate Time Involved)**

**Board Member Sign-Up**

**Auditing Committee** (1 meeting - 1 hr)

Committee Chair: Jessica Nothern

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**Bilingual/ESL Advisory Committee** (3-4 meetings - 1 hr)

Committee Chair: Monica Diaz

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**Long Range Facilities Committee** (2 meetings - 2 hr)

Committee Chair: Jessica Nothern

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**Calendar Committee** (8 meetings - 1.25 hrs)

Committee Chair: Drew Thon

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**Curriculum Council/MTSS Committee** (monthly - 1hr)

Committee Chair: Josh Guymon

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**District Leadership Team (KESA)** (2 meetings minimum)

Committee Chair: Josh Guymon

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**Garden City Public Schools Foundation** (4 x .5-1hr)

Committee Chair: Roy Cessna

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**Hall of Fame Committee** (1 meeting - 1 hr)

Committee Chair: Roy Cessna

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**Insurance Committee** (2 meetings - 1 hr)

Committee Chair: Jessica Nothern

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**Meet & Confer Committee** (2 meetings - 1 hour)

Committee Chair: Jessica Nothern

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**Negotiations Team** (Several Hours)

Committee Chair: Josh Guymon/Jessica Nothern

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**Technology** (4-6 times per year - 1.5 hours)

Committee Chair: Casey Wise

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**Wellness Committee** (Meets twice per semester for 1 hour)

Committee Chair: Tracy Johnson

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**District Site Council** (4-6 Meetings - 2 hours)

Committee Chair: Drew Thon/Josh Guymon/Jessica Nothern

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**Budget Committee** (Once a year for 2 hours)

Committee Chair: Jessica Nothern

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## Committees (Approximate Time Involved)

### **Auditing Committee**

Committee Chair: Jessica Nothern

Description: Lewis, Hooper and Dick (LHD) complete our annual audit, after the audit has been completed and before they present at a board meeting, the auditing committee has a chance to do a deeper dive into the audit. This committee is comprised of Board Members, Superintendent, CFO, Employee Services Director and LHD auditors

### **Bilingual/ESL Advisory Committee**

Committee Chair: Monica Diaz

Description: Over the past several years, this committee has been inactive, and we believe it's crucial to reignite it to better serve the needs of our diverse student population. Anticipated meeting would be in February, March, and May of 2024. Here are some expectations we could set for the committee's activities:

- \*Meeting 3-4 times a year
- \*Title III & Bilingual Funding
- \*Presentation to the board
- \* ESL Student Numbers
- \*ESL endorsed staff
- \*KELPA data
- \*Seal of Biliteracy
- \*September 20th count
- \*Professional development needs

### **Long Range Facilities Committee**

Committee Chair: Jessica Nothern

Description: The Long Range Facilities Committee reviews our 25 year Long Range Capital Projects plans and provides feedback on the projects planned each year for maintaining our 21 buildings. This committee is represented by community partners, construction experts, principals, hired consultants

, plant facilities director, superintendent, cfo and board members

### **Calendar Committee**

Committee Chair: Drew Thon

Description: Calendar Committee is comprised of teachers, administrators, classified staff, parents and board members. The goal of this committee is to draft a calendar that meets statutory requirements, negotiated agreement expectations, and meets our student's needs. Once the committee has established a couple of drafts, the teachers vote to select a draft for the board's consideration

### **Curriculum Council/MTSS Committee**

Committee Chair: Josh Guymon

Description: The purpose of this committee is:

- To oversee the curriculum and instruction program of USD #457 in all areas, Pre-K through 12.
- Recommend curriculum revisions and updates to include core, supplemental, and intensive curricula included on the curriculum protocols.
- Recommend the approval of course changes.
- Recommend the approval of textbook adoption.
- Recommend pilot projects with pre-determined evaluation procedures.

### **District Leadership Team**

Committee Chair: Josh Guymon

Description: This groups meet to build the Kansas Education Systems Accreditation (KESA) plan  
This plan is our reporting system to Kansas State Department of Education for accreditation

### **Garden City Public Schools Foundation**

Committee Chair: Roy Cessna

Description: The Garden City Public Schools Foundation was founded January 2004 to receive and administer gifts that will enhance education in USD 457. The Foundation provides an avenue for citizens, businesses and organizations to contribute financially to the school district. The Foundation functions in alliance with the Western Kansas Foundation. Its Advisory Board meets to grant

awards and decide the future direction of the Foundation. The Foundation offers the opportunity to enhance the learning environment, increase the effectiveness of instruction and to help strengthen and broaden ties between the schools and community.

### **Hall of Fame Committee**

Committee Chair: Roy Cessna

Description: In 1984 an idea was conceived whereby past graduates of Garden City High School might be honored for their accomplishments. This idea was brought into action in 1985 when the first members of the Garden City High School Hall of Fame were inducted. There currently have been 76 outstanding people that have been inducted into the Garden City High School Hall of Fame. Each year we add two distinguished graduates of Garden City High School to the Hall of Fame. These individuals present positive role models to the graduating seniors as well as to the rest of the student body.

### **Insurance Committee**

Committee Chair: Jessica Nothern

Description: Each year the Insurance Committee reviews our current health insurance package with our consultants, IMA. IMA typically provides recommendations and a cost analysis of any recommended changes that would meet the needs of the district and employees. With the rapidly increasing expenses relating to health insurance, this has been a bigger challenge for the committee to consider. This committee has representation from GCEA, IMA, classified staff, Employee Services Director, CFO, HR, and our benefits specialist.

### **Meet & Confer Committee**

Committee Chair: Jessica Nothern

Description: Each year we meet with classified employee representatives to discuss any issues or concerns across the district. These representatives assemble a list of requests, administration receives and reviews these requests along with discussion from the classified representatives. After negotiations have been completed, this committee meets again to review the list of requests and administration shares approval/denial of these requests and justification for the approvals/denials. This committee has involvement from the following department representatives, 3 from each category for a total of 15 members: Administrative Support Staff - Business Support Staff & Tech, Instructional Support Staff, Maintenance & Operations, Nutritional Services, Transportation. The administration side is

represented by: HR, CFO, Employee Services Director as well as board members.

### **Negotiations Team**

Committee Chair: Josh Guymon & Jessica Nothern

Description: Each year we neogtiate with the teacher union, GCEA. There is an annual training that is required by anyone who is serving on the negotiations team. These meetings are typically scheduled during evenings with possible weekends. This can be a lengthy process, that tucipally begins in March/April of every year and ends typically in July, depending on agreement by all parties. There is a statutory requirement to exchange negotiated letters (defining the 5 items of negotiations) by March 31st each year. Prior to the drafting of this letter, administration and the 2 board members who wish to serve on this committee will meet with a handful of principals to review the Negotiated Agreement and discuss items that have caused issues for staff that we would like to modify. This first meeting to discuss and plan should be scheduled in February.

### **Technology**

Committee Chair: Casey Wise

Description: The technology steering committee serves to guide the technology department with the purpose of aligning our vision for technology use and support of all stakeholders with that of the district. This is accomplished through input from the team, setting a strategic plan and evaluating the impact technology has on the day-to-day functions of our end users. The team consists of technology staff, teachers, admin, parents, and board members. The Vistion Statement for this committee is: "With a strong infrastructure and inspired teachers, USD 457 is preparing students for college and career by using technology to engage students in critical thinking and innovation through personalized, self-directed learning."

### **Wellness Policy Committee**

Committee Chair: Tracy Johnson

Description: The Wellness Policy Committee is the guiding committee for advancing wellness policy for a district or private school. The Wellness Policy Committee establishes the wellness policies for the sponsor by assessing current wellness policy needs, prioritizing policy implementation and

determining action plans for the school year. A Wellness Policy Committee is a team made up of a committed school and community stakeholders from the following stakeholder groups:

- \*Students
- \*Parents
- \*School and District Administrator(s)
- \*Wellness Representatives from each school
- \*School Board Members
- \*School Health Professionals
- \*School Nutrition Professionals
- \*Physical Education Teachers
- \*Teachers
- \*Mental Health and social Services Staff
- \*Community Health Professionals
- \*Supplemental Nutrition Assistance Program Educators
- \*Community Volunteers

### **District Site Council**

Committee Chair: Drew Thon/Josh Guymon/Jessica Nothern

Description:

The District Site Council will be used this year to discuss the Boundary Study. The District Site Council is often used for a variety of initiatives. Previously, this group has been engaged for Program Planning, Awarding ESSER Projects, Reconfiguration, Boundary Studies and many other topics. This committee has representation from parents, community partners, certified and classified staff, department heads, principals, and leadership team. We have allowed for up to 3 board members this year to encourage greater involvement in the Boundary Study. There are 4 committee meetings this year already scheduled on the following dates: 2/1, 2/22, 3/7 and 4/4.

These meetings will be fro 5:30 to 7:30.

### **Budget Committee**

Committee Chair: Jessica Nothern

Description: This committee has been created to give 3 board members the opportunity to do a deeper dive into the budget along with the Superintendent, CFO and Employee Services Director. We will review the budget books that are provided in the budget presentation in July/August and answer any questions prior to the budget being approved by the board in September.



## MEMORANDUM

**TO:** Board of Education  
**THRU:** Dr. Mike Dominguez, Superintendent  
**FROM:** Jessica Nothern, Chief Financial Officer  
**DATE:** August 1, 2024  
**RE:** FY25 Budget

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### **ISSUE:**

The Board of Education will be presented information regarding the FY25 Budget.

### **BACKGROUND:**

Although formal action on the FY25 Budget won't be until September 9<sup>th</sup> I'd like to give the Board information on how things are looking at this time. I will also present information at the August 19<sup>th</sup> meeting, but want to make sure information is given with plenty of time to meet the necessary deadlines. It is vital that the Board contact me with any concerns as soon as possible to make adjustments so publication can go to the newspaper the week of August 19<sup>th</sup> and formal action can take place on September 9<sup>th</sup>.

### **ALTERNATIVES:**

None

### **RECOMMENDATION:**

1. Give any feedback you feel is needed.

### **FISCAL NOTE:**

None until the budget is adopted.

### **ATTACHMENTS:**

None



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# *REQUEST FOR PROPOSAL*

FROM SUPERINTENDENT SEARCH FIRM OR INDIVIDUALS

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***Proposal Due Date: Thursday, September 5, 2024, 3:00 PM CST***

***Prepared by:***

Garden City, Kansas School District (Unified School District No. 457)

*Garden City School District reserves the right to reject any or all proposals and to waive informalities or irregularities in any proposal.*

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# REQUEST FOR PROPOSAL FROM SUPERINTENDENT SEARCH FIRMS OR INDIVIDUALS

## Section 1: Purpose

The Garden City School District Board of Education seeks proposals from experienced search firms or individuals to provide consulting services for recruiting a new Superintendent of Schools.

## Section 2: Introduction

The Garden City School District Board of Education is beginning its search for a qualified candidate for Superintendent of Schools with a goal of the candidate beginning work on June 1, 2025. To help in the search for the most qualified candidate, the Garden City School District Board of Education is seeking to retain the services of a search firm or individuals with proven experience in the recruitment of a Superintendent of Schools.

## Section 3: Description of Garden City School District

The Garden City School District encompasses 931 square miles in Finney County, Kansas, located just in the southwest corner of the State of Kansas. Garden City is a public school district, with kindergarten programs through grade 12. The district includes eleven elementary schools, two 5-6 grade centers, two 7-8 middle schools, one high school, Achieve Alternative School, and an early childhood education center (Garfield Early Education Center). Other support facilities include Transportation Services Center, and the District Office.

Garden City School District is a high-performing school district that provides comprehensive educational services for students in pre-K through grade 12. Specifically, one district high school plus the Achieve School provides comprehensive educational services for students in grades 9-12. Two district middle schools provide comprehensive educational services for students in grades 7-8. Two intermediary centers provide comprehensive educational services for students in grades 5-6. Eleven district elementary schools provide comprehensive educational services for students in grades K-4 and in some cases K-6.

Garden City School District's Garfield Early Education Center (GEEC) provides fee-based educational services for over 300 pre-K students (ages 3-5), early childhood special education (ECSE) students and English Language Learners (ELL).

The Garden City School District has an enrollment of 7,100 K-12 students, employs 40 administrators, 593 certified staff members, and approximately 600 classified staff members.

The Board of Education has crafted the Garden City School District's mission, vision, and values.

## Garden City School District Mission

Quality Learning – Responsible Citizens

## Garden City School District Vision

Improving Student Outcomes as a Model District

## Garden City School District Values

- Culture
- Instruction
- Involvement
- Results Orientation
- Systemic Approach

The current Superintendent, Dr. Mike Dominguez, announced his retirement from the district effective at the end of his contract on May 31, 2025. Dr. Dominguez has been the Garden City School District's Superintendent of Schools since 2022.

## Section 4: Scope of Work

The Garden City School District's Board of Education will work with the selected search firm or individuals to develop a Superintendent of Schools search process and a timeline for the search activities. At a minimum, the requirements will include:

### **4.1 Advisory Services to the Board of Education**

### **4.2 Generation of Position Description and Qualifications**

### **4.3 Identification and Assessment of Candidates**

### **4.4 Assisting the Board of Education with Prescreening Candidates**

### **4.5 Assisting with Logistics of Finalist Interviews and Engagement of Staff and the Community**

### **4.6 Ensuring a Satisfactory Conclusion to the Search**

Understanding that discretion is of utmost importance to Garden City School District, as well as to the candidates, the search firm must maintain the confidentiality of all information collected as appropriate. In addition, all work products produced as part of a contract with the Garden City School District will remain the property of the school district.

The Board of Education has established the following timeline and dates for these services. Deviations from this timeline may be recommended by the search firm after consultation with the Board of Education.

Monday, August 5, 2024	Post Superintendent Search Firm Request for Proposal (RFP)
Saturday, August 31, 2024	Last day for questions from search firms at 5:00 p.m. CST.
Saturday, August 31, 2024	Addenda generated as a result of questions will be posted on the district website after August 31, 2024.
Thursday, September 5, 2024	Responses to RFP due by 2:00 p.m. CST.
Monday, September 9, 2024	<b>4:00 PM – 8:00 PM CST:</b> Interviews with selected Superintendent search firm(s) or individual(s) in a Board of Education Open Session.
Thursday, September 19, 2024	<b>6:30 PM CST</b> – Board of Education meeting. Action item to select Superintendent search firm or Individual.
Friday, September 20, 2024	Notices sent to all search firms and individuals on outcome of proposal and award.
Monday, October 7, 2024	<b>6:00 PM CST</b> – Board of Education meets in closed session with selected Superintendent search firm or individual to establish timelines, dates and goals for recruitment and Superintendent selection process.
Tuesday, October 8, 2024	Superintendent search firm begins recruitment process and posts application for qualified Superintendent candidates
No later than February, 2025	Board of Education Meeting: Discuss, select, and vote on a final Superintendent candidate.

## 4.1 Advisory Services to the Board of Education

- Develop a search plan and timeline in consultation with the Board of Education. An introductory meeting for plan development with the selected firm is scheduled for Monday, October 7, 2024, at 6:00 PM CST at the Education Support Center, 1205 Fleming Street, Garden City, Kansas 67846.
- Assisting with the evaluation and interviewing of potential candidates.
- Ensuring that there is compliance with applicable legal requirements.

## 4.2 Generation of Position Description and Qualifications

The selected search firm or individuals will conduct interviews with and solicit input from Board of Education members, school district staff, community leaders, and the public to develop the qualifications and criteria that will be used to evaluate Superintendent of Schools candidates.

### 4.3 Identification and Assessment of Candidates

- Develop and distribute recruitment materials that will encourage qualified candidates to apply.
- Conducting a national search that will include advertising the position broadly and generate interest in the position by qualified candidates.
- Conduct personal outreach recruiting to ensure that the applicant pool includes highly qualified candidates with diverse backgrounds and experiences.
- Collect all relevant background information on potential candidates so that the strengths and weaknesses of each applicant can be assessed.

### 4.4 Assisting the Board of Education with Prescreening Candidates

- Based on clearly delineated criteria, assist the Board of Education in evaluating the applicants against the qualifications and criteria developed to create a group of candidates for interviews.

### 4.5 Assisting with Logistics of Finalist Interviews

- Facilitating visits by the Board of Education to the communities of the finalists.
- Facilitating community forums and interviews with the finalists.

### 4.6 Ensuring a Satisfactory Conclusion to the Search

- Assisting the Board of Education in contract negotiations with the selected candidate.

## Section 5: Proposal Requirements

To allow the Board of Education to fairly judge the merits of each proposal, responses to this Request for Proposal shall include a response to each of the items listed below. The Board of Education reserves the right to reject proposals that do not follow this format.

Any search firms or individuals submitting a proposal, who is in doubt as to the true meaning of any part of the proposal documents or finds discrepancies in or omissions from the proposal documents, shall submit to Michael (Drew) Thon, Human Resource Director, a written request via email for interpretation or correction thereof. Such request shall be submitted and received by the Garden City School District no later than 5:00 p.m., Thursday, September 5, 2024, to [mthon@gckschools.com](mailto:mthon@gckschools.com). Any interpretation or correction of the proposal documents will be made in an addendum to all search firms or individuals on the Garden City School District website.

Any addenda generated as a result of questions will be posted on the district website after Saturday, August 31, 2024. It will be the responsibility of the firm or individual to review the addenda prior to submitting their final proposal.

## 5.1 Cover Page

Include the completed cover page that is part of this Request for Proposal signed by a person authorized to act on behalf of the search firm or individuals submitting the proposal.

## 5.2 Executive Summary

Provide a summary that demonstrates your understanding of the scope of services required by the Garden City School District and why your search firm or individuals is best able to provide that scope of service.

## 5.3 Experience and Qualifications

Provide details on the following:

**Overview of search firm or individuals** – address, telephone, fax, e-mail; whether company is local, regional, or national; if you are a multi-office firm, which office will provide the services, areas of expertise and types of searches performed by the company.

**Project Team** – Specify the names, titles, addresses, telephone numbers and e-mails of the person(s) who will be directly working on our Superintendent of Schools search. Discuss the availability of each team member and potential for conflict that might interfere with the project's timeline.

**Experience** – For each member of the project team, please provide a description of their experience and education, time with the company, areas of specialties (i.e., specific fields, careers, executive, urban, rural, etc.) and how their experience suits their role on the team. Specify the number of superintendent searches in which each member has participated and in what capacity. Note the longevity of superintendents hired by members of this team or firm over the past six years. Describe any particularly noteworthy accomplishments of the superintendents placed.

## 5.4 Work Plan

Provide details on the following:

- a) The approach to be used to address each search activity listed in *Section 4: Scope of Work*.
- b) Methods you will use to communicate and work with a seven-member elected Board of Education.
- c) Methods you will use to identify prospective candidates and promote their interest to apply.
- d) Your experience in effective community engagement both in terms of collecting information from the public to develop the initial position qualifications and evaluation criteria and in providing a meaningful way to generate and receive public input in the evaluation of final candidates.
- e) Describe what the major challenges to a successful Superintendent of Schools search are and how the project team will address them.

- f) Estimate a reasonable timeline that the project team will use to guide the search process with the selection of a Superintendent of Schools by February 2025.
- g) Information, services, and assistance you will require from the Board of Education and district staff to enable you to conduct the search.
- h) Specific examples of how you or your firm have recently improved your internal processes resulting in higher client satisfaction.

## 5.5 Cost

A budget should be provided that will cover all the work described in *Section 4: Scope of Work* and the *5.4 Work Plan* above. The budget should provide a breakdown of costs in the following areas:

- a) Estimated cost by each scope of work section;
- b) Estimated hours spent by each member of the project team and their fees;
- c) Estimated travel expenses;
- d) Estimated publishing and advertising expenses;
- e) Estimated postage and other costs to distribute information regarding the vacancy;
- f) Other expenses;
- g) Proposal must include a maximum price that will not be exceeded to complete the described work. Payment terms should be specified; and
- h) Proposal must also include a warranty that should the new Superintendent of Schools resign or be released for cause within the first 12 months of commencing duties the search firm will conduct another search at no cost to the district except for travel, publishing and advertising and postage/distribution expenses.

## 5.6 References

Provide a minimum of three (3) school districts (of comparable size and academic quality to the Garden City School District, if possible) that have used your services for a Superintendent of Schools search within the past six (6) years. For each reference supply the school district name, contact person, their title, telephone number and address. Describe the contract (scope, length, and dollar value) for each reference.

## 5.7 Contract Form

If you intend to propose a form of professional services contract between your search firm or individuals and the Garden City School District, please provide a sample copy of such contract form. If you prefer that the Garden City School District generate such contract, please so indicate.

## 5.8 Litigation Record

Have you been involved in litigation with any of your clients within the last five (5) years? If so, please give the name, date, and authority of each such matter, and a brief description of the nature of the dispute and the outcome.

## 5.9 Ensuring Client Satisfaction

Provide information regarding your philosophy and policies regarding client satisfaction in the event of an unsuccessful search.

## 5.10 Additional Information

Should the search firm or individual feel that additional information would help the district evaluate your proposal or have recommended modifications to the procedures specified herein, address such matters under this heading.

## Section 6: Timeline for this Request for Proposal

The following schedule will be used for the implementation of this Request for Proposal (RFP):

Monday, August 5, 2024	Post Superintendent Search Firm Request for Proposal (RFP)
Saturday, August 31, 2024	Last day for questions from search firms at 5:00 p.m. CST.
Saturday, August 31, 2024	Addenda generated as a result of questions will be posted on the district website after August 31, 2024.
Thursday, September 5, 2024	Responses to RFP due by 2:00 p.m. CST.
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Friday, September 20, 2024	Notices sent to all search firms and individuals on outcome of proposal and award.
Monday, October 7, 2024	<b>6:00 PM CST</b> – Board of Education meets in closed session with selected Superintendent search firm or individual to establish timelines, dates and goals for recruitment and Superintendent selection process.

## Section 7: Submission Details

An original hard copy, seven (7) additional hardcopies, and an electronic version of the proposal formatted as a single Adobe PDF file (on a USB drive) of each proposal shall be submitted in a sealed envelope delivered to the Garden City School District at any time prior to Thursday, September 5, 2024, by 2:00 p.m. CST.

Responses received by facsimile or email will not be accepted. Proposals must be sent to:

Michael (Drew) Thon  
Chief Human Resources Director  
Garden City High School  
2720 Buffalo Way Blvd.  
Garden City, Kansas 67846

Late proposals will not be accepted under any circumstance, and any proposal so received will be rejected. The district is not responsible for lateness or non-delivery by the carrier to the district. The time and date recorded by the district shall be the official time of receipt.

Any questions or requests for clarification regarding this RFP should be directed to the Garden City School District in writing prior to Saturday, August 31, 2024, at 5:00 p.m. CST. Any addenda generated because of questions will be posted on the district website after Saturday, August 31, 2024. It will be the responsibility of the firm or individual to review the addenda prior to submitting their final proposal.

## Section 8: General Conditions

### 8.1 Qualifications of Search Firm or Individual

The Board of Education reserves the right to make such investigation as it deems necessary to determine the ability of the search firm or individuals to deliver the services. The search firm or individuals shall furnish all such information and data for this purpose as requested. The Board of Education also reserves the right to reject any proposal if the evidence submitted, or the investigation of such search firm or individuals fails to satisfy that such search firm or individuals is properly qualified to carry out their obligation.

### 8.2 Method of Award

The Board of Education reserves the right to waive, modify, or otherwise vary the conditions or requirements herein and may accept or reject any or all proposals as the Board of Education, in its sole discretion, deems to be in the best interest of the Garden City School District. The Board of Education may, notwithstanding the terms herein, negotiate the terms of any response to this Request for Proposal. The Garden City School District shall not be bound to accept the lowest priced proposal, but may accept such proposal, if any, as the Board of Education determines to be the best interest of the Garden City School District.

# Cover Page

## Response to Request for Proposals

This proposal is submitted on behalf of:

**Company** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Telephone** \_\_\_\_\_

**E-mail** \_\_\_\_\_

The above listed search firm or individuals hereby submits its proposal and agrees to furnish services to the Garden City School District Board of Education in accordance with this Request for Proposal and the response prepared by the search firm or individuals.

The search firm or individuals has carefully reviewed this Request for Proposals and the search firm or individuals understand that the Garden City School District will not be responsible for any errors or omissions on the part of the search firm or individuals.

The search firm or individuals agrees that the Garden City School District reserves the right to accept or reject any or all proposals and to waive any irregularity or informality in any proposal received.

The attached proposal shall be considered an irrevocable offer and shall be valid for ninety (90) days from the date the proposals are required to be submitted.

The undersigned hereby affirms that he/she is an authorized agent for the search firm or individuals submitting this response.

\_\_\_\_\_  
Name of Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Agent

\_\_\_\_\_  
Signature of Authorized Agent