

Regular Board of Education Meeting

Monday, July 8, 2024 6:00 PM

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

A. **PLEDGE**

B. **SILENT REFLECTION**

C. **MEETINGS OF NOTE**

1. Boundary Study Subcommittee - July 10th, 1:30-3:30 pm in Conference Room A at the Educational Support Center.

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

- E. **Additional certified and classified personnel actions for consideration, Item F.2**

- F. **Remove Item F.4.d, Adopt the Resolution Rescinding Policy Actions found in the minutes of this Board of Education prior to June 30, 2024, and adopt 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.**

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

1. Election of Board of Education President and Vice President

- a. President

- b. Vice President

H. **CONSENT AGENDA**

1. Minutes

- a. Minutes of the June 20, 2024, Regular Board of Education Meeting

2. Personnel

- a. Certified

- b. Classified

3. Other

- a. Board of Education Standards

- b. Revised Board Policy CCA, District Organizational Chart

- c. The Board of Education is asked to consider and approve the following handbooks:

- Classified Handbook
- Administration Handbook

- d. The Board of Education is asked to consider and approve the Kansas State Department of Education Child Nutrition and Wellness 2025 Program Agreement.

- e. The Board of Education is asked to consider and approve the disposal of the following technology items no longer in use in the district: **46 Device**

Charging Carts

4 Hot Boxes

48 Cricket phones

110 3rd gen Apple TVs

9 iPod Nanos

144 M700 Desktops

72 M710 Desktops

172 L560 Laptops

69 L540 Laptops

88 Yoga 11e Laptops

Cisco Catalyst 6509 Switch

4. ANNUAL REORGANIZATION - recommend the following actions be taken:

a. **Appointment of Board Clerk, Deputy Board Clerk, Treasurer and Attorney**
- recommend that the board appoint the following individuals:

- Board Clerk: Jennifer Ramos
- Deputy Board Clerk: Ana Tena-Avalos
- Treasurer: Trudy Bogle
- Attorney: Jennifer Cunningham - Doering, Grisell and Cunningham

b. **Consider adoption of a Resolution to Establish Board of Education Regular Meeting Dates**

c. **Designation of the official newspaper and depositories** - that The Garden City Telegram be named the official newspaper for USD 457 for the 2024-25 fiscal year; and that Commerce Bank and Equity Bank be named official depositories; and that banks and savings and loan associations with home offices in Kansas and branch offices in Garden City be named as additional investment institutions for the 2024-25 fiscal year.

d. **Adopt the Resolution Waiving the Requirements of Accounting and Auditing** on the basis of generally accepted accounting principles and fixed asset accounting for fiscal year 2024-25.

e. **Appoint the following program coordinators:**

- Title I Coordinator - Dr. Maria Gomez-Rocque
- Title VI and Title VII Coordinator - Drew Thon
- Title VIB Coordinator - Gina Galpin
- Title IX Coordinator - Drew Thon
- Section 504 Coordinator - Gina Galpin
- ADA Coordinator - Drew Thon
- Homeless Coordinator - Monica Diaz
- Foster Care Contact - Josh Guymon

f. **Appoint Representatives for the Nutrition Services Program and KPERs** – appoint Tracy Johnson as representative for the School Lunch Program and Jessica Nothern as representative for the Kansas Public Employees Retirement System for the fiscal year 2024-25.

g. **Appoint District Attendance Officers** – appoint the three Youth (Truant) Officers and the Principals, Associate Principals and Admin Interns of each elementary, intermediate and secondary schools as Attendance Officers for USD 457 for the 2024-25 school year.

h. **Appoint Hearing Officer for Free and Reduced Price Meal Application Appeals** – appoint Jessica Nothern as hearing officer for free and reduced price meal application appeals.

i. **Appoint Freedom of Information Officer and records custodians as per Board Policy CN – Public Records** – appoint Roy Cessna, Public Information Coordinator, as the Freedom of Information Officer. The clerk is designated as the official custodian of all board records maintained by the district. The superintendent is designated as the official custodian of all district office records maintained by the district. Each building principal and/or program director is designated as official custodian of all records established and maintained at the building level or other appropriate site.

j. **Adopt a Resolution to Establish Petty Cash Accounts and Limits**

k. **Adopt a Resolution to Establish a Student Activities Fund**

l. **Consider the adoption of a Resolution for a 1,116-hour school term.**

m. **Adopt a Manager of Gate Receipts** – appoint Matthew Bayer, District Athletic/Activity Director as manager of gate receipts.

- n. **Appoint hearing officers/committee members to hear extended term suspension/expulsion due process hearings** - appoint the following administrators as hearing officers/committee members for the 2024-25 school year:

Andrea Baker
Matthew Bayer
Shane Burns
Adriana Caro
David DeLoach
Dr. Mike Dominguez
Dr. Virginia Duncan
Gina Galpin
Melanie Garrison
Suzette Goldsby-Lewis
Dr. Maria Gomez-Rocque
Josh Guymon
Bradley Hill
Matthew Horney
Julie Koerperich
Bryan Kott
Andrew Lee
Tracy Leiker
Whitney Linenberger
Benjamin Luna
Ryan Meng
Kathleen Moorman
Karen Murrell
Steve Nordby
Brandy Ochs
Jill Reagle
Melissa Riggle
Brad Springston
Heather Stegman
Jarrod Stoppel
Lucas Sullivan
Drew Thon
Macy Younger

- o. **Appoint Hearing Appeal Officers** – appoint all Board of Education members as potential hearing appeal officers and grant authority to the Board President to appoint appeal panels, as needed.

- p. **Recognize the collective bargaining unit for the 2025-26 school year** – recognize the Garden City Education Association as the collective bargaining unit for the 2025-26 school year.

- q. **Adopt a Resolution to Establish Home Rule.**

- r. **Adopt a Resolution to provide early payment of district bills.**

I. NEW BUSINESS

1. Ratification of the Negotiated Agreement
2. The Board of Education is asked to consider and approve a proposal from Samsara, Inc. for the purchase of dual-facing cameras for Transportation, in the amount of \$44,570.60.
3. The Board of Education is asked to consider and approve the purchase of Cisco Webex Cloud Calling telephone service, Logicalis, in the amount of \$536,906.95.
4. The Board of Education is asked to consider and approve the purchase of the back end server for the SWC mass communication project, Lenovo, in the amount of \$22,593.00.
5. The Board of Education is asked to consider and approve a quote for Capturing Kids' Hearts, in the amount of \$26,650.00.
6. The Board of Education is asked to consider and approve the renewal of Workers Compensation Insurance for FY25, RAS, in the amount of \$307,939.00
7. Property and Casualty Insurance Discussion
8. The Board of Education is asked to consider and approve the *intent* to exceed the Revenue Neutral Rate (RNR) for FY25.

J. BOARD OPEN DISCUSSION

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

K. NEXT BOARD MEETING

L. ADJOURNMENT



DRAFT* MINUTES *DRAFT

Regular Board of Education Meeting Garden City Public Schools USD 457

Thursday, June 20, 2024 - 5:00 PM

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

The Board of Education of Garden City USD 457 met for a Regular meeting on Thursday, June 20, 2024, at 5:00 P.M. in the Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846.

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

Jackie Gigot called the meeting to order at 5:00 P.M. 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.Boundary Study Subcommittee Meetings - 1:30 P.M. - 3:30 P.M. in Conference Room A at the Educational Support Center. Three board members may be present.

- June 26, 2024
- July 10, 2024

D.APPROVAL OF AGENDA

I move to approve the meeting agenda as presented. This motion, made by Randy Ralston and seconded by Mark Hinde, Carried.

Bergkamp: Yea

Fahrmeier: Yea

Gigot: Yea

Haeck: Yea

Hinde: Yea

Ralston: Yea

Yea: 6, Nay: 0

E.CONSENT AGENDA

I move to approve all consent agenda items as presented with the following exception: Remove Item E.4.C, Professional Development Council Handbook. This motion, made by Randy Ralston and seconded by Nathan Haeck, Carried.

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

E.1.Minutes

E.1.a.Minutes of the June 3, 2024, Regular Board of Education Meeting – Approved as presented.

E.2.**Accounts Payable** totaling \$8,991,610.59 noting that all major accounts contain adequate balances to meet current obligations – Approved as presented.

E.3.**Personnel** – All Certified and Classified actions approved as presented.

E.3.a.Certified

Resignations: Mindy Greene, Alisha Wehkamp, Maryjane White

Appointments: Ana Ansit, Ruby Aseniero, Ronald Daquipil, Barbara Hauschild, Raghi Kalarikkal, Maria Martin, Jesyka Perez-Cabrera

Transfers:

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

Position Requests:

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

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

E.3.b.Classified

Retirements: Benigno Chairez, Elaine Garcia, Susana Montoya

Resignations: Elena Ramirez Carillo, Ofelia Rodriguez

Assignments: Maria Puala Miranda Gomez, Antonia I. Hernandez Lopez, Manuela Rios

Other:

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

- Open 1.0 JROTC Program Instructor at Garden City High School due to military requirements. This is continuing the program based on increased student participation.
- Re-Classification of the Substitute Specialist from a Job Grade 12 to Job Grade 13 also included is cell phone allowance, beginning 7/1/2024, \$80.00/month.

E.4.Other

E.4.a.Consider adoption of a resolution to transfer funds – Approved as presented.

E.4.b.The Board of Education is asked to consider and approve the disposal of curriculum resources no longer in use in the district – Approved as presented.

E.4.c.Consider and approve the following handbooks – Approved as presented.

- ESOL Handbook
- ESOL Newcomers Handbook
- Special Education Handbook
- Transportation Student Handbook
- Intermediate Student Handbook

- Elementary Student Handbook
- GC Achieve Student Handbook
- SAT Team Handbook
- Therapeutic Education Program Handbook
- Virtual Academy Student Handbook
- Virtual Academy Adult Handbook

E.4.d.The Board of Education is asked to consider and approve the agreement between the Therapeutic Education Program and Compass Behavioral Health and Unified School District #457, Garden City Public Schools for behavior health treatment and special education services. – Approved as presented.

E.4.e.The Board of Education is asked to consider and approve the Certified Physical Therapist Services Agreement between Unified School District #457, Garden City Public Schools and Jessica King for the 2024-2025 school year. – Approved as presented.

E.4.f.The Board of Education is asked to consider and approve the Memorandum of Understanding between Unified School District #457, Garden City Public Schools and Finney County Department of Corrections Jail. – Approved as presented.

E.4.g.The Board of Education is asked to consider and approve the agreement between Unified School District #457, Garden City Public Schools and Kansas Educational Technology Consortium, Inc. (WebKIDSS) in the 2023-24 school year, for the amount of \$10,669.23. – Approved as presented.

E.4.h.That the Board of Education consider and approve the Dual Credit Cooperative Agreement between Garden City Community College and Unified School District #457, Garden City Public Schools for Enrollment of Secondary Students for the 2024-2025 school year. – Approved as presented.

NEXT BOARD MEETING *The next meeting of the Board of Education will take place on Monday, July 8, 2024, at 6:00 P.M. in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.*

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

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

Madam Vice President, I move we go into executive session for 25 minutes, to discuss negotiations for the 2024-25 school year pursuant to the exception for employer-employee negotiations under KOMA, beginning at 5:05 P.M. and the open meeting will resume in the Board Meeting Room at 5:30 P.M. I would like to invite Dr. Dominguez, Josh Guymon, Drew Thon, and Jessica Nothorn to join us in executive session. This motion, made by Randy Ralston and seconded by Robin Bergkamp, Carried.

Bergkamp: Yea

Fahrmeier: Yea

Gigot: Yea

Haeck: Yea

Hinde: Yea

Ralston: Yea

Yea: 6, Nay: 0

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

G.ADJOURNMENT

That the Board of Education meeting be adjourned at 5:32 P.M. This motion, made by Randy Ralston and seconded by Mark Hinde, Carried.

Bergkamp: Yea

Fahrmeier: Yea

Gigot: Yea

Haeck: Yea

Hinde: Yea

Ralston: Yea

Yea: 6, Nay: 0

H.ACCOUNTS PAYABLE REVIEW: Jackie Gigot and Robin Bergkamp

Respectfully submitted,

Approved:

Jennifer Ramos, Clerk

John Wiese, President

BOARD OF EDUCATION
Certified Personnel Actions
July 8, 2024

RESIGNATION:

Michelle Manzano, second grade teacher at Plymell Elementary School, is submitting her letter of resignation effective May 24, 2024. It is recommended she be released and assessed a \$3,500 liquidated damages fee. A suitable replacement has been found for her position.

APPOINTMENT:

Alyssa Windle, Garden City, Kansas, is recommended for a physical education position at Jennie Wilson Elementary School / Edith Scheuerman Elementary School effective for the 2024-25 academic year. She has six years' experience.

TRANSFERS:

Natalie Konrade – from second grade position at Jennie Wilson Elementary School to instructional coach position at Jennie Wilson Elementary School.

Amber Vigil – from fourth grade position at Plymell Elementary School to second grade position at Plymell Elementary School.

TUITION REIMBURSEMENT AGREEMENT:

Catherine Fick – Master's Degree

POSITION CHANGES:

Dr. Gomez-Rocque, deputy superintendent, is requesting approval for the revision of four job descriptions for the following positions:

- Director of Curriculum and Instruction
- Coordinator of Curriculum and Instruction
- Coordinator of Supplemental Programs
- Instructional Coach

BOARD OF EDUCATION

Addendum to Certified Personnel Actions

July 8, 2024

POSITION REQUESTS:

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

- Close 1.0 adaptive/interrelated position at Bernadine Sitts Intermediate Center.
- Close 9.0 interventionist positions that are currently vacant.

SUPPLEMENTAL CONTRACT:

Maria Gomez-Rocque EC Bilingual, Level 2

BOARD OF EDUCATION
Classified Personnel Actions

July 8th, 2024

RETIREMENTS	POSITION	BUILDING	DATE
Eduardo Lomelin	Mechanic	Transportation	7/31/24

ASSIGNMENTS	POSITION	BUILDING	DATE
Brandon Anderson	Director of Plant Facilities	Plant Facilities	8/12/24
Elena G. Ramirez Carrillo	Special Education Paraprofessional	Garfield Early Childhood Center	8/9/24
Emmanuel Carrillo	Licensed Carpenter	Plant Facilities	6/24/24
Consuelo Barbosa Martinez	Substitute Custodian	Plant Facilities	6/27/24
Marisa Ruvalcaba	Nutrition Assistant	Bernadine Sitts Intermediate Center	8/5/24

TRANSFERS	FROM	TO	DATE
Ashley Baker	Paraprofessional II: Abe Hubert Elementary School	Paraprofessional II: Kenneth Henderson Middle School	8/9/24
Maria Paula Miranda Gomez	Sub-Custodian Plant Facilities	Night Custodian: Custodian I Garden City High School	6/25/24
Poe Hla Hla	Paraprofessional I: Jennie Barker Elementary School	Special Education Paraprofessional I: Jennie Barker Elementary School	8/9/24
Antonia I. Hernandez Lopez	Sub-Custodian Plant Facilities	Night Custodian: Custodian I Garden City High School	7/1/24
Denyse D. Martinez	Special Education Paraprofessional: Garfield Early Childhood Center	Library Para I: Charles O. Stones Intermediate Center	8/9/24
Kailee McDowell	Library Paraprofessional I: Gertrude Walker Elementary School	Special Education Paraprofessional I: Gertrude Walker Elementary School	8/9/24
Samantha Perez-Mairena	Special Education Paraprofessional II: Victor Ornelas Elementary School	Special Education Paraprofessional II: Garfield Early Childhood Center	8/9/24

Essalena Powell	Special Education Paraprofessional II: Charles O. Stones Intermediate Center	Office Assistant II: Kenneth Henderson Middle School	7/22/24
Manuela Rios	Sub-Custodian- Plant Facilities	Night Custodian: Custodian I Garden City High School	7/2/24
Angela Andrea Villanueva Luna	Special Education Paraprofessional II: Garfield Early Childhood Center	Special Education Paraprofessional I: Garfield Early Childhood Center	8/9/24

OTHER:

Drew Thon, Chief Office of Human Resources, is requesting the Office Assistant II position at Garden City Achieve be moved from a full time position to a part time position (35 hours a week). This request is on behalf of Lucas Sullivan, Principal at Garden City Achieve.

BOARD OF EDUCATION
Classified Personnel Actions Addendum

July 8th, 2024

OTHER:

Gina Galpin, Director of Special Education, is requesting the change the Paraprofessional position at the private schools, held by Hasel Mata to a 0.5 Title I and 0.5 Special Education for the 2024-2025 academic school year.

Gina Galpin, Director of Special Education, is requesting to move a Special Education Paraprofessional II position, formerly held by Maria Cruz, from Bernadine Sitts Intermediate Center to Kenneth Henderson Middle School for the 2024-2025 academic school year. This Paraprofessional position will be added to the Life Skills program at Kenneth Henderson Middle School.

Gina Galpin, Director of Special Education, is requesting to move the Certified Special Education position for the 18-21 year old program, formerly held by Loyal Lappin from Garden City High School to Kenneth Henderson Middle School as a Special Education Resource/CWC position for the 2024-2025 academic school year.

Gina Galpin, Director of Special Education, is requesting to move the Gifted Paraprofessional position at Garden City High School held by Joy Schoor to Jennie Wilson Elementary School, as a Paraprofessional I for the 2024-2025 academic school year. This position will be a CWC/Resource position and no longer a Gifted Program position.

Gina Galpin, Director of Special Education, is requesting the following position changes for the 2024-2025 academic school year. Add a 1:1 Paraprofessional II at Abe Hubert Elementary School for a student who recently obtained a 504 Plan due to medical conditions requiring adult support. Add a Part-Time 1:1 Paraprofessional II for a student attending Victor Orneleas Elementary School due to medical needs. A parent will apply and fill the position. This student will attend school 1 day per week for 180 minutes to start the year. This Paraprofessional will work 3 hours a week. Add a Part-Time 1:1 Paraprofessional II for student attending Garfield Early Childhood Center due to medical needs. A parent will apply and fill the position. The student will attend school 2 day a week for 60 minutes to start the year. This Paraprofessional will work 2 hours a week.

Tracy Johnson, Nutrition Service Director, is requesting that all 6.0 hour Nutrition Service Staff be placed under the Educational Support Center or under Nutrition Services, so the district can utilize them as needed, which would be for the following reasons:

1. When someone resigns and a suitable replacement is not available, we have to fill it with an existing employee. Even if a suitable replacement is found, it takes at least two weeks to get them hired and working. If someone actually transfers into that position, the hiring processed is further delayed.
2. Depending on the time of year, we are forced to move Nutrition Assistants around to fill voids due to illness, injury and conflicts within the eighteen kitchens in the district.
3. We are always looking to try new things and start new programs that may require moving staff around.

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

Please close the following classified positions:
2 para positions at Abe Hubert Elementary School
1 para position at Gertrude Walker Elementary School

Please open the following classified positions:

- 1 para position at Buffalo Jones Elementary School
- 2 para positions at Florence Wilson Elementary School
- 0.5 para position at Jennie Wilson Elementary School
- 0.5 para position at Plymell Elementary School
- 1 ISS para at Horace Good Middle School (0.5 SPED/0.5 At-Risk)
- 1 ISS Para at Charles O. Stones Intermediate School (0.5 SPED/0.5 At-Risk)
- 1 ISS Para at Bernadine Sitts Intermediate School (0.5 SPED/0.5 At-Risk)

Please change the following classified para positions:

- 1 ISS para at Garden City High School to 0.5 SPED/0.5 At-Risk
- 1 ISS para at Kenneth Henderson Middle School to 0.5 SPED/0.5 At-Risk

Jessica Nothern, Chief Financial Officer, is requesting rate changes for Substitutes for the Classified Manual.

Sub Rates for FY 25:

Emergency/Standard License	\$140/Day
Full Certified License	\$150/Day

Extra Incentive Pay will be paid in December and June

After 60 full days	\$300
After 120 full days	\$400

USD 457 Board of Education Standards

A school board member has no legal powers unless participating at a properly noticed school board meeting, or acting on behalf of the school board after the board formally grants authority to do so. Thus, it is essential that every school board member work as a member of the broader leadership team to perform board duties and act in a manner consistent with the Standards.

Board members can demonstrate personal commitment to the Standards by signing this document signifying agreement to uphold the principles of the Standards, both, in letter and spirit.

As citizens of the United States, board members have certain Constitutional rights, including freedom of speech that cannot be taken away, whether or not you choose to sign this document. The only sections of the Standards that require legal compliance are the “conflict of interest” and “act only as a member of the board”. All other sections represent effective practice.

Garden City Public Schools Board of Education members will promote the best interests of the school district as a whole and make decisions that place student learning and the success of all students first by adhering to the following educational and ethical standards:

BOARD GOVERNANCE

- Recognize that the role of the board is to govern and oversee the management of the district. Board members will delegate authority to the superintendent for the day-to-day operations of the district and will not seek to participate in the day-to-day operations.
- Act only as a member of the board and do not assume any individual authority when the board is not in session, unless otherwise directed by the board.
- Make decisions based on the educational welfare of all children.
- Make attendance at all regularly scheduled board meetings a priority, insofar as possible, review advance materials about the issues to be considered on each agenda, and give full attention to meeting presentations.
- Maintain confidentiality of information and discussion.
- Rely on school policies that are continually updated and aligned with Kansas and federal education laws, as well as, guidance from the superintendent, when making board decisions.
- Request recommendations from the superintendent and seek legal counsel, when required for full and informed board consideration of issues requiring legal expertise.

BOARD-ADMINISTRATION RELATIONS

- Provide policy support for school administrators in the performance of their duties and delegate authority commensurate with those responsibilities.
- Expect the superintendent to keep the board adequately informed through regular written and oral reports.
- Maintain open and candid communication between the board and the superintendent with the understanding that the board will keep the superintendent adequately informed of any issues or concerns that they have with regard to the district or they wished to have discussed during a board meeting.
- Refer complaints, requests, and concerns to the superintendent or other appropriate staff members.
- Avoid making commitments that may compromise the decision-making ability of the board or administrators.
- Hold the superintendent accountable by jointly creating job performance standards and, at least annually, perform a comprehensive evaluation process based on the job description, contract, and identified performance standards.
- Recognize that a board member’s responsibility is to see that schools are well run, but not to run them.

BOARD MEMBER RELATIONS/UNITY

- Understand that board members have not only the right, but the duty, to express their views, opinions and ask questions at the board table, as well as, make a good faith effort to understand the views of others.
- Voice opinions respectfully, maintain good relations with other board members, and respect and support the decisions made by the majority of the board.
- Retain independent judgment and refuse to surrender that judgement to individuals or special interest groups.

PERSONNEL RELATIONS

- Individual board members should not give directives to any school administrator or employee, publicly or privately.
- Support school personnel in the proper performance of their duties.
- Work fairly, ethically, and truthfully with employees.

COMMUNITY RELATIONS

- Encourage collaboration between the district and community.
- Believe firmly in the democratic process and the right of all groups to be heard.
- Treat stakeholders fairly and ethically – listen to their concerns and refer them to the appropriate school personnel.

BOARD PREPARATION AND TRAINING

- Be informed about educational issues through individual study and by participating in board development opportunities.
- Support new school board members by sharing experience and knowledge.
- Ensure that adequate board orientation and team building opportunities are available for board members and administrators.

I agree to abide by the principles outlined in the Board of Education Standards and will do everything in my power to work as a productive member of the governance team.

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

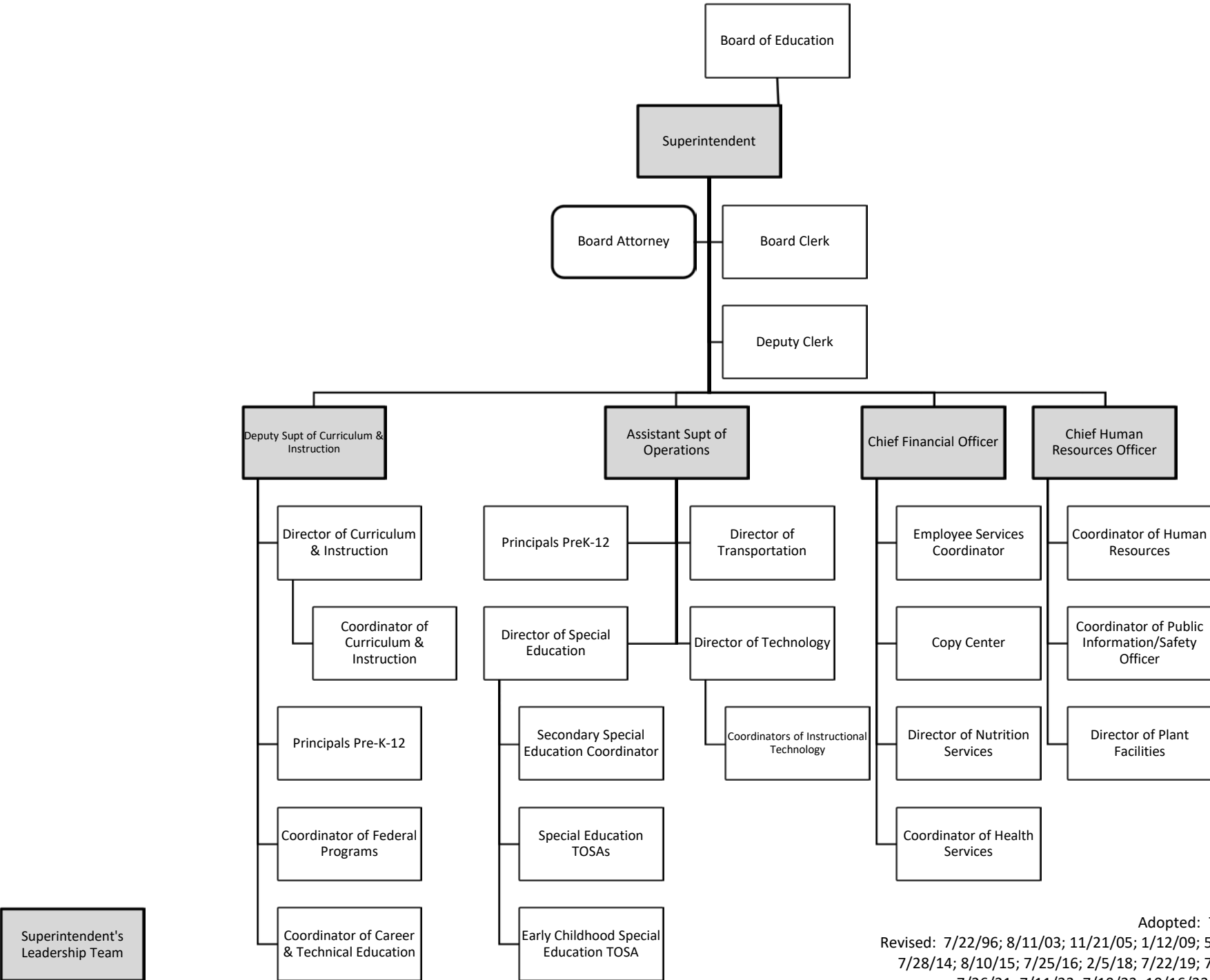
Board Member

Attest:

Clerk, Board of Education

Date

USD 457 Organizational Chart 2024-25



Deputy Superintendent

- PreK-12 School Improvement Plans
- Library Media Services
- PreK-12 Curriculums
- District Instructional Programs
- MTSS/Curriculum Council
- Curriculum Development
- 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**
 - PD for teachers, classified, administrators, coaches
 - Public SchoolWorks
 - PD Council
 - Other Curriculum Areas
- **Curriculum**
 - State Assessments
 - District Assessments
 - District Assessment Umbrella
 - Program Research/Development
 - Instructional Programs
 - Curriculum Development
 - Data Analysis
 - Formative Assessments
 - MTSS
 - Math /Science / Social Studies Curriculum
 - ELA instruction
 - ESOL instruction
 - After School Program
 - Literacy Curriculum
 - Instructional Coaches
 - Spelling Bee
 - PreK-12 field trips
 - Retention
 - ASQ
- **CTE**
 - AVID
 - Xello
 - Career Tech Curriculum
 - Perkins Grant

Assistant Superintendent

- BOE Policies
- School Resource Officers (SRO)
- District Improvement Plan
- Student Discipline
- Foster Care
- Truancy
- District Strategic Plan
- Day to Day operations
- Interlocal Agreements
- School Calendar
- Bullying Prevention
- Fixed Assets Inventory
- **Director of Transportation**
- **Director of Special Education**
 - SPED Services
 - SPED Budget
 - Federal Compliance
 - IEPs
 - 504 Plans
 - MHIT
 - **Secondary Special Education Coordinator**
 - **Elementary TOSA**
 - **Early Childhood TOSA**
 - Early Childhood SPED
- **Director of Technology**
- Student Records
- Demographics/Statistics
- Information Mgmt. System
- KIDS Data
- Instructional Technology
- Network Infrastructure
- Phone System
- District Long-Range Technology Plan

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

- o Dyslexia

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
- Long-Range Facility Plan
- Employee Benefits
- Program Budgeting
- District Budget
- FMLA
- **Coordinator of Employee Services**
- **Coordinator of Health Services**
- **Director of Nutrition Services**
 - o Free & Reduced

- o Personnel Information Storage
- o Teacher/Staff Mentoring
- o District Staffing
- o Student Teachers
- o Crossing Guards

- **Public Information/Safety Officer**

- o Media Services
- o Communication
- o District Web Site
- o Alumni
- o GCPS Foundation
- o Crystal Apple Teacher Program
- o GCHS Hall of Fame
- o Staff Appreciation Dinner
- o BBS Liaison
- o Kids Voting
- o Security Liaison with Principals
- o Police Dept. Liaison
- o Emergency Preparedness
- o District Crisis Plan
- o Family Court Liaison
- o Safety Training/Drills
- o Safety Grant
- o ALICE
- o Threat Assessment
- o Wellness Program

- **Director of Plant Facilities**

- o Maintenance
- o Custodial
- o Warehouse

Updates to Admin Handbook FY25

page #	change
3	Added Chief HR Officer
4	Cleaned up language regarding Supplementals and Extended Contracts
5	Remove Section D. Premium Pay
5	Clarified language regarding vacation days.
6	increase in fringe benefit BOE contribution
8	Change "shall" to "may" in Section A
14	Changes to accumulated days
15-16	Changes to Sick Leave Bank to reflect changes made to negotiated agreement
20	Remove Section F, supplementals built into base pay
20	Add step rate of 1% per year of experience
21	Inserted new pay scale for admin positions with Base Rates
22	Remove Flex Day Calendar form

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. ~~Supplemental Salary and~~ Extended Contracts.

The term ~~terms "supplemental contract" and~~ "extended contract" shall refer to a special class of payments received by administrators as payment for **additional time** ~~certain~~ specially assigned ~~and accepted services. These may be special services given as a supplemental part of a regular contract(s) or extended services beyond the regular contract period.~~

- ~~a. All assignments in the supplemental salary schedule are for a single year with subsequent reassignment made on the basis of the superintendent's recommendations and board approval.~~
- ~~b. Supplemental salary details shall be offered to the administrator prior to the time the administrator begins to perform the responsibilities of the assignments. Contracts shall be issued as soon as possible after approval is given for same.~~

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

Section D. Premium Pay

~~For school year 2023-2024 only, Premium Pay of \$2,000 will be paid to each administrator in 3 equal installments in September, January, and May. These amounts will be pro-rated based on FTE.~~

**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** ~~terminated as a result of disciplinary actions~~ 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 15th year with USD 457. The superintendent will be fully vested in the employer provided 403(b) plan after twelve (12) years of service.

Vesting Schedule:

<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 shall 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 will** pay the tuition costs of said courses.

Section E. Suspension, Discharge, or Demotion

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

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

Section F. Complaints Against Administrators

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

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

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

Section G. Retirement of Professional Staff Members

Severance Pay to Retiring Administrators

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

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

In addition, if the employee has 20 or more unused emergency leave 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. Inservices, 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. **Both** The superintendent **and** **or their** **his/her** 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 ~~-oxford style or dress shirt~~. 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 district bank committee will meet within ten days of the receipt of any such application for purposes of reviewing the application, seeking additional information, and/or rendering a decision as to the use of bank days.~~

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.

~~In the event the committee determines that bank days should be credited to the disabled administrator, the committee shall determine the date from which such days shall be credited, which date may be retroactive to the date of the expiration of the administrator's emergency leave days.~~

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

~~Withdrawal of leave days from the bank will be under the supervision of a committee of three administrators elected by the participants. An election will be held at the first scheduled administrators' meeting. Term of office will be for three years. Each year thereafter one member will be elected for three years to fill the vacated position. A chairperson will be selected by the three committee members following the election. The term of office for the vacating position will commence immediately following the election and expire after the next year's election. Unexpired vacancies on the Leave Bank Committee will be filled by an election at the next administrators' meeting for the remainder of that term.~~

~~Action by the committee can be taken only upon a majority vote of all members of the committee.~~

Committee Guidelines: ~~The bank committee shall establish its own procedure for review of application and criteria for determination of whether bank days should be credited. Such criteria, however, shall take into consideration, the following:~~

- ~~1. The nature and extent of the administrator's illness or injury.~~
- ~~2. The anticipated time for recovery and return to work.~~
- ~~3. The possibility of replacement or retirement of the disabled administrator.~~
- ~~4. The number of bank days available and the prospect of use of such days by other administrators other than the applicant. The financial needs of the applicant, including but not necessarily limited to the applicability of disability insurance and/or workmen's compensation benefits.~~

~~To facilitate its deliberations, the committee may request and the applicant shall provide a doctor's statement concerning work restrictions and expected duration of the illness or injury as well as personal financial information.~~

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.

~~Absences to attend funerals of persons not within the immediate family must be approved by the superintendent. If approved, the leave will be granted and days of emergency leave may be used.~~

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: Administration Supplementals

High School Lead Associate Principal	\$4,000
High School Activities Director	\$5,000

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.

ARTICLE VI
CONTRACT SALARY INFORMATION

	FY25 BASE			DAILY	
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

Updates to Classified Handbook FY25

page #	change
multiple	Director of Employee Services changed to Employee Services Coordinator (to reflect staffing changes) and other administrator changes
4	add "In the event the supervisor is not available, employees shall contact the HR Coordinator." to Channels of Communication
6	add "Final decisions of transfers will be communicated to employees by the HR Coordinator." to Request for Transfer
6	add Para Assessment requirements
6	add "The HR Coordinator, Employee Services Coordinator, and Chief Financial Officer will consider all requests and notify supervisors of the determination." to Reclassification
6	remove "All such requests will be presented to the Superintendent and/or his designees for consideration." from Reclassification
6	add "Unless specified, all additional compensation will be effective on the 1st of the month following approval." to Additional Compensation
7	remove "Technicians" from Bilingual Language Proficiency
8	remove Premium Pay
8	Adjusted payout days upon retirement
9	Holiday Pay moved from Article VII. Benefits to Article IV. Salaries and Wages
9 to 11	Job Grade and Title changes
13, 15, 16	changes to accumulated days
16	remove additional personal day information from Personal Leave
17 to 19	changes to Illness and Disability Bank
20	increase in fringe benefit BOE contribution
22	Sam's Club added to Deductions
23	add limits for use of paid time off when resigning or retiring
26	changes to responsible persons for evaluations
28	change probation period to not more than 60 days
29	add "Employees must be actively working or using paid time off the day prior to and the day after the designated snow day in order to use a Snow Day." to full-time employees

Garden City Public Schools

**Classified
Personnel
Handbook**

2024-2025

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PURPOSE

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

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

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

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

ARTICLE I. DEFINITIONS

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

The classified employees include the following general types:

1. Administrative Support Staff
 2. Business Support Staff
 3. Technology Support Staff
 4. Instructional Support Staff
 5. Maintenance & Operations Staff
 6. Nutritional Services Staff
 7. Transportation Services Staff
- B. The term “Board”, as used in this handbook shall mean the Board of Education of USD #457 in the City of Garden City, County of Finney and State of Kansas.
- C. The term “School District” and “USD #457”, as used in this handbook shall mean USD #457 in the City of Garden City, County of Finney and State of Kansas.
- D. The term “Full-Time Employee” is one whose job description calls for a full year of work at eight hours per day for five days per week for fifty-two weeks per year (261 days).
- E. The term “Part-Time Employee” is one whose job description calls for a specified number of work days per year for a certain number of hours per day.
- F. The term “Temporary Employee” is one who works irregular hours and who may or may not work consecutive days of the week or consecutive weeks throughout the school year.
- G. The term “Student Employee” is defined as a person who is regularly enrolled in a school under the governance of USD #457.
- H. The term “Special Education Student Employee” is defined as a person who is regularly enrolled in a school under the governance of USD #457 and is working under the direction of a current IEP.
- I. The term “Probationary Employee” is one who is either in the first 60 period of employment or who has been placed on probation because of unsatisfactory performance.
- J. The term “Supervisor” is the administrator who is placed in charge of a classified employee. The supervisor may be the superintendent, deputy superintendent, assistant superintendent, financial officer, director, coordinator or principal.
- K. The term “Director” is the administrator who is placed in charge of a department of classified services. The director is responsible for providing the necessary services in the most efficient and economical means possible.

ARTICLE II. GENERAL PROVISIONS

Section A. School Board Organization, Powers and Rights

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

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

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

Section B. Employee Meet and Confer Committee

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

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

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

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

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

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

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

Section C. Channels of Communication

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

ARTICLE III. INITIAL EMPLOYMENT AND TRANSFER REQUESTS

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

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

Section A. Initial Employment Probation

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

1. Probationary Status

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

2. Leaves

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

3. Rate of Pay

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

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

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

4. Request for Transfer

Any classified employee of USD #457 desiring to be considered for a vacancy should complete a Request for Transfer online through the district intranet within 3 days. Any request after the 3-day timeline will require the receiving supervisors' approval for consideration and a paper transfer form must be completed. An interview is not guaranteed if denied by the supervisor of the open position. Those who move to a new position will do so under the current salary schedule regardless of how long they have been a district employee. Employees who are under probation are not eligible to request transfer. Once a transfer has been approved, an employee must remain in that position for 60 days before being eligible to request another transfer.

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

5. Para Assessment

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

ARTICLE IV. SALARIES AND WAGES

Section A. Salary Guide

1. On July 1 of each year, any salary increases approved by the Board will be made. Years of experience will be granted to eligible employees in the school district.
2. Employees who have a hire date of employment between January 1 and June 30 of the current year will not be eligible for a year of experience being granted. The effective date of employment is the first date a person begins to work for the school district in a full-time or part-time position.

Section B. Consideration For Reclassification and Salary Adjustment

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

~~All such requests will be presented to the Superintendent and/or his designees for consideration.~~
Approved requests will be effective the first of the following fiscal year.

Section C. Additional Compensation

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

Bilingual Language Proficiency - for all full-time and part-time classified employees except ~~those on the Technicians and~~ substitute employees

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

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

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

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

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

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

Proficiency Rating – for Hearing Impaired Paraprofessionals

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

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

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

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

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

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

Interpreters who take the EIPA will be reimbursed for a score of 3 or above. After an employee has been reimbursed for a score of 3 or above, all subsequent reimbursements will require a higher score than was previously achieved. In addition, the District will assist with the expense of this test by providing a car to travel to the testing site and a hotel room for one night. If necessary, due to time and location of the test, professional leave will be approved by the district.

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

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

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

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

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

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

Section D. Retirement Compensation

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

An employee with 20 or more unused emergency leave days when they retire through KPERS, will receive additional pay equal to \$34 for each unused emergency leave day up to 50 total days. Up to 15 days in excess of 50 will be paid at 75% of the emergency substitute rate.

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

Section E. Premium Pay

~~For school year 2023-2024 only, Premium Pay of \$1,000 will be paid in 3 equal installments in September, January, and May to each actively working employee that otherwise has wages paid in that specific month. These amounts will be pro-rated based on FTE.~~

Section E. Holiday Pay

(Moved from page 22)

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

Section F. Base Hourly Rate

Job Grades	Min	Mid	Max
10	\$12.60	\$15.86	\$19.11
10M	\$13.10	\$16.49	\$19.87
11	\$13.45	\$16.93	\$20.40
12	\$14.40	\$18.12	\$21.84
13	\$15.45	\$19.44	\$23.43
14	\$16.60	\$20.89	\$25.17
14T	\$16.88	\$21.24	\$25.60
15	\$17.75	\$22.34	\$26.92
15M	\$18.46	\$23.23	\$27.99
15T	\$18.05	\$22.71	\$27.37
30	\$20.36	\$25.62	\$30.87
31	\$23.13	\$29.11	\$35.08
32	\$26.29	\$33.08	\$39.86
33	\$29.87	\$37.58	\$45.29
34	\$33.94	\$42.71	\$51.47

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

NUTRITION 3	12
NUTRITION 4	13
NUTRITION DELIVERY	11
NUTRITION WAREHOUSE SUPERVISOR	15
WELLNESS SPECIALIST	14
PARAPROFESSIONAL/MISC	
ACCOMPANIST	13
CAMPUS MONITOR	15
CROSSING GUARD	10
PARAPROFESSIONAL 1	10
PARAPROFESSIONAL 2	10M
PARENT EDUCATOR	13
YOUTH OFFICER	15
PLANT FACILITIES	
CUSTODIAN 1	11
CUSTODIAN 2	12
CUSTODIAN 3	13
CUSTODIAN/ASSISTANT MAINTENANCE MGR	33
ELECTRICAL JOURNEYMAN	33
GROUNDS 1	12
GROUNDS 2	13
GROUNDS SUPERVISOR	15
HVAC APPRENTICE	30
HVAC JOURNEYMAN	33
LICENSED CARPENTER	30
PLUMBING SPECIALIST	30
MAINTENANCE 1	13
MAINTENANCE 2	14
MAINTENANCE MANAGER	33
WAREHOUSE ASSISTANT	11
WAREHOUSE DELIVERY	11
WAREHOUSE SUPERVISOR	15
TECHNOLOGY	
TECHNOLOGY 1	12
TECHNOLOGY 2	13
TECHNOLOGY 3	15
TECHNOLOGY 4	31
TECHNOLOGY MANAGER	34
TRANSPORTATION	
DRIVER TRAINER	14
MECHANIC	14T
MECHANIC MANAGER	32
BUS DRIVER	15T

Miscellaneous Rates

Substitute Nutrition	\$12.00
Substitute Paraprofessional	\$12.00

Substitute Custodian	\$13.00
Substitute Secretary	\$13.00
Substitute Bus Driver	\$18.05
Plant Facilities Training Rate	\$15.00
Transportation Layover Rate	\$15.00
~~TR Training Rate~~ Small Fleet Driver	\$15.00
Activity/Wheelchair Driving Rate	\$ 1.00 over employee rate

ARTICLE V. HOURS AND AMOUNTS OF WORK

Section A. Work Day

The regular work day is generally defined as an eight-hour work day with the starting and quitting time to be determined by the employee's supervisor. Part-time employees may work less than an eight-hour day.

Section B. Work Week

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

Section C. Work Year

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

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

Section D. Time Sheets

All classified employees are required to clock in and out, using the District's automated time clock system or district provided electronic device. Any exceptions must be approved by the employee's supervisor. Time must be electronically submitted to the employee's supervisor on a weekly basis no later than Monday following the work week. All time for the work week is calculated at actual time.

Section E. Overtime Compensation

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

Section F. Holidays Worked

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

Section G. Rest Periods & Travel Time

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

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

2. Rest periods are subject to certain restrictions:
 - a. No rest period is to be taken until at least two hours after the shift starting time, unless approved by the employee's supervisor.
 - b. Rest periods are limited to 15 minutes in duration.
 - c. Rest periods are not mandatory. If they are not taken they do not constitute compensatory time.
3. For employees working over 6 hours per day, a minimum of 30 minutes unpaid must be taken as a lunch break.
4. For hourly employees additional compensation will not be provided for travel time during the employee's normally scheduled work day. Additional compensation is only provided while the employee is actually driving outside their normal work schedule.

Section H. Pay Day

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

ARTICLE VI. LEAVES

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

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

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

Additional leave not covered in this article is discouraged because of the hardship it places on the day-to-day operation of a particular division. In the event an employee does request additional leave and provided the employee's supervisor approves, the leave may be granted with a full deduction in pay for the days absent from work. All additional leave should be requested in writing on an Application for Leave form. Excessive absences could be cause for disciplinary action or termination.

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

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

Section A. Emergency Leave (Sick Leave, including Maternity Leave, Bereavement and Staff Funerals)

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

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

Leave Provisions

All full-time and part-time classified employees are granted one emergency day per month and may accumulate emergency leave on the following basis:

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

Basic Family and Medical Leave Act (FMLA) Leave Entitlement

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

Definitions

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

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

- (a) If the sick leave is due to recovery after the birth of a child, the employee shall automatically be allowed to use six calendar weeks of accrued emergency leave from the day the child is born and receive their currently scheduled compensation. A doctor's statement will be required if more time is needed for recovery.
- (b) If a newborn or special needs child under age six is adopted, (excluding adoption of a spouse's children), one employee shall automatically be allowed to use up to six calendar weeks of accrued emergency leave from the date of the arrival of the child in the home and receive their currently scheduled compensation. If a special needs child over the age of five is adopted, the Superintendent may grant emergency leave days for one employee as needed.

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

Sick leave may be taken in one hour increments, with one exception. If the employee is absent for the whole day and the employee's normal work day is other than whole hours, the employee should report the absence for the actual normal work day. For example, if a paraprofessional's normal work day is 7.5 hours and the employee is absent for the whole day, the employee needs to request emergency leave equal to 7.5 hours. The use of sick leave cannot cause an employee to submit hours greater than their normal work day.

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

(2) Emergency Leave/Bereavement (Chargeable)

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

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

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

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

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

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

(4) Emergency Leave/Life Happens (Chargeable)

An employee's supervisor may approve the use of 1 emergency leave day per year for extraordinary events, not otherwise defined, which necessitates the employee not being available to work. Employees must have an accrued emergency day available to use.

Section B. Unused Emergency Leave

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

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

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

Section C. Personal Leave (Chargeable)

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

Classified employees shall be granted personal leave as follows:

For employees hired prior to January 1 of a fiscal year - One day upon completion of initial probationary period and two days each subsequent school year.

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

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

~~Approval for the use of an additional personal leave day will be at the discretion of the Superintendent and will be granted only for situations of an unusual nature. One additional day, if approved and deemed by the Superintendent to be the result of extenuating circumstances, may be granted without a deduction in pay.~~

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

Section D. Vacation Leave

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

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

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

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

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

Section E. Other Leave (Professional Leave, Witness or Jury Duty and Extended Leave)

1. Professional Leaves and Absences

The employee's supervisor may grant permission to employees to attend professional meetings, or other activities for professional growth and improvement. There will be no deduction from the employee's pay for regular work time missed while attending such a meeting. If the meetings are outside the employee's normal work time and are voluntary on the part of the employee, there will be no obligation on the part of the District to provide additional compensation to the employee.

Expenses may be authorized by the **Deputy** Superintendent to attend meetings which will be beneficial to the District.

2. Witness or Jury Duty

Employees of the District shall be excused for jury duty or in response to duly issued subpoenas with no jeopardy to their employment. The employee will receive their regular daily salary and shall surrender to the Business Office any and all compensation for jury duty or in response to subpoenas as is normally established by court, except for mileage. The employee shall report to work at any time during the employee's work day that they are not required to be present for witness or jury duty. The Assistant Superintendent has the authority to request for the Board that the employee be excused from service or their service be delayed, provided the special nature of the employee's qualifications would make it difficult to secure an adequate substitute or if the timing of the proposed jury duty affords a threat to the welfare of the school or children.

3. Extended Leave

A leave of absence may be granted within the school year if recommended by the employee's supervisor and approved by the Chief HR Officer. The request for a leave of absence must be presented to the employee's supervisor in writing and then presented to the Chief HR Officer for approval or disapproval. An employee will receive no paid leave, except the use of accumulated emergency leave for health reasons, during the leave of absence, provided this complies with the Family Medical Leave Act. The **Employee Services Coordinator** will determine if benefits will be affected by the approved extended leave and will discuss with employee.

Section F. Illness and Disability Bank

Purpose:

1. An illness and disability bank has been established to assist classified district employees. A catastrophic or extended illness or injury that has depleted all of the employee's accumulated leave will then cause the employee to be considered eligible to receive additional leave days from The Bank upon review and approval by **Chief HR Officer**.
2. An employee, due to the birth of a child or adoption of a child under the age of 6, may apply to use up to 5 days of leave from the Bank. The employee does not need to have exhausted all of their accumulated emergency leave prior to application.

The Bank: At the beginning of each school year, the Board of Education will provide a total of 95 days to The Bank to be used as set forth herein. Classified Employees may also donate leave to The Bank. At least one day per employee must be donated by Oct. 1 in order to have access to use The Bank during that fiscal year. Up to a maximum of 250 days per year can be used by classified employees from The Bank. Those days will be split into 125 days per semester.

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

1. Must have donated at least one day of their own leave during the designated donation period.
2. Apply prior to the birth of a child, or adoption of a child under the age of 6.
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 classified employee is receiving salary protection under the group salary protection insurance that is available to District employees.
5. No consideration shall be given for seniority.
6. Bank days credited may not exceed 10 days for any one application.

Eligibility for Participation for Illness and Disability: In order to be eligible to participate in withdrawals from The Bank, an employee must meet all of the following criteria:

1. The employee must have donated at least one day of their own leave during the designated donation period.
2. The employee must have exhausted all of their accumulated paid time off.
3. The employee must work one full calendar year (applicable to their position) to apply for the use of The Bank.
- ~~4. The employee must have exhausted all of their accumulated emergency, vacation and personal leave days to participate in The Bank. In the event an employee has unused personal leave days, those days will be applied as emergency leave days until all such days have been used.~~
5. The illness or injury suffered by the employee must be of such a nature that prevents the employee from fulfilling their duties for a period of at least 5 consecutive work days after all leave days have been used.
6. The employee 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.
7. Pregnancy **does not** constitute a catastrophic or extended illness.
8. Workers compensation claims will not qualify for eligibility from the sick bank.
9. Employees with an immediate family member (spouse, children or parents) who has suffered a catastrophic illness or injury may be eligible for participation in the sick bank.
10. Applications for part time employees will not be considered by the Chief HR Officer until the employee has returned to work for the new school year and worked 10 consecutive days.
11. Bank days credited may not exceed 10 days for any one application. In the event the classified employee's disability extends beyond the number of bank days credited, the teacher may reapply for additional days; provided, however, that no one applicant may receive more than 25 days during any school year.

Procedure: The eligible employee, as determined by the above criteria must file an application for use of bank days on forms provided by the Chief HR Officer. The applications should be filed as soon as all of the above criteria has been met, or in advance thereof, if medical evidence is available indicating a reasonable expectation that all criteria will be met. (Application forms may be filled out in the Payroll Office.)

~~The district bank committee will meet within ten days of the receipt of any such application for the purpose of reviewing the application, seeking additional information, and/or rendering a decision as to the use of bank days.~~

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.

~~In the event the committee determines that bank days should be credited to the employee, the committee shall determine the date from which such days shall be credited. The Sick Leave Bank Application Form will be presented to the Employee Services Coordinator with dates to credit to employee emergency leave days or denied.~~

The employee receiving bank days shall be paid for each bank day at a rate equal to 100% of the amount paid on a daily basis to the employee for use of accumulated sick leave days.

~~District Sick Bank Committee: Appointment to this committee is permanent until resignation from the district or request to be replaced, with current members voting in a replacement. The district sick bank committee shall be comprised of the Chief HR Officer, or their designee, and the following:~~

~~One representative of each classified group:~~

~~———— Committee Chairman~~

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

~~Committee Guidelines: The Bank committee shall establish its own procedure for review of application and criteria for determination of whether bank days should be credited. Such criteria, however, shall take into consideration, the following: meet twice per year to establish the following:~~

- ~~1. The nature and extent of the employee illness or injury.~~
- ~~2. The anticipated time for recovery and return to work.~~
- ~~3. The number of bank days available and the prospect of use of such days by other employees other than the applicant.~~
- ~~4. The financial needs of the applicant.~~

~~To facilitate its deliberations, the committee requires the applicant to provide a doctor's statement concerning the nature and expected duration of the illness or injury as well as personal financial information.~~

~~Application of agreement and committee decisions not grievable: It is agreed that any and all decisions relating to the use of bank days and the interpretation of this agreement shall not be the basis for any grievance and the decision of The Bank committee shall be final.~~

Unused Balance: Any unused days as of June 30 will be ~~carried over to the following year and added to the Board allocation for the next year. No more than 150 days can be carried over from one year to the next~~ applied to the following year's health fund to help offset potential insurance premium increases.

If an employee has more than 50 days of unused emergency leave as of June 30 of the current year, and returns for the coming year, he/she may forfeit up to 5 days of the unused emergency leave days to be donated to the Illness and Disability Bank in lieu of being paid for these days under Section B.

ARTICLE VII. BENEFITS

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

The Board has established an IRC Section 125 "Cafeteria" Fringe Benefit Plan for classified employees of the District. The options to be included in the Plan are: (1) health/dental insurance (hospitalization); (2) group term life insurance not to exceed \$50,000; (3) cancer/dread disease insurance; (4) vision insurance; (5) accident insurance; (6) medical expense reimbursement; (7) dependent care expense reimbursement; and (8) health savings account.

Employees must work at least 20 hours per week to be eligible to participate in supplemental coverages.

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

Section B. Health Insurance

A committee shall be established to review the District's current health insurance plan and research alternate sources. The committee shall consist of the Benefits Specialist, Chief Financial Officer,

Employee Services Coordinator, one administrator, five certified staff to be appointed by the GCEA president and five classified staff.

Section C. Employer Partially Paid Fringe Benefit

The Board shall provide each eligible employee a monthly sum of \$**830, increasing to \$900 beginning in December 2024**, to be used toward the purchase of health/dental insurance through the District's group health insurance plan. The amount provided will be based on the FTE of each particular position and determined by the **Employee Services Coordinator**.

If an employee chooses the high deductible health insurance option, the Board may provide a monthly contribution to the employee's health savings account.

In the event an employee terminates employment with the District, the Board's last contribution toward the purchase of health/dental insurance will be the last full month (worked/earned more than 50%) of employment.

If an employee is absent from work and is covered under the FMLA policy, the provisions of the policy apply to insurance coverage. If the leave is not covered under FMLA, fringe will only be granted in those months which the employee worked or had accrued paid time off for more than 50% of scheduled days on their calendar.

Section D: Employer Provided 403(b) Plan

1. A Retirement Plan Portfolio may be established for each employee in USD #457. This portfolio may contain up to two (2) accounts, an Employer Paid Account and an Employee Paid Account. Each employee is eligible on the first of the month following their date of employment.
2. For each monthly contribution that an employee makes into their Employee Paid Account, USD #457 will contribute a dollar for dollar matching amount up to \$50 into the Employer Paid Account. Any employee who is eligible for KPERS benefits and makes the necessary contribution into their Employee Paid Account is eligible for the matching amount into the Employer Paid Account. Any employee who has previously retired from KPERS but works the number of hours to otherwise be a KPERS eligible employee is also eligible if they make the necessary contribution into their Employee Paid Account.
3. The plan year for the Employer Paid Account will be from September 1 through August 31. If an employee discontinues or reduces their Employee Paid Account to less than \$50 per month, the Employer Paid Account will be reduced accordingly.
4. Upon beginning their 6th total year as an employee employed by USD #457, each employee will become vested in 10% of the amount contained within their Employer Paid Account. The vested portion will continue to increase by an additional 10% per year until the employee is 100% vested upon beginning their 5th year with USD #457.

<u>Vesting Schedule</u>	
<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 their 6th year may leave the vested amount in the Employer Paid Account, thereby retaining vesting status upon returning to a position with USD #457 at a future date.

5. An employee may voluntarily contribute from salary an amount of their choosing into the Employee Paid Account. Voluntary contributions may not exceed the amount allowed by Federal and State laws and regulations. An employee who chooses to make contributions into their Employee Paid Account will be fully vested in their account immediately. Employees may add or increase an Employee Paid Account or discontinue an Employee Paid Account at any time.
6. 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 their Employee Paid Account.
NOTE: This plan in no way limits additional voluntary contributions into separate qualified retirement accounts with qualified providers up to the amount(s) allowed by State and Federal laws and regulations.
7. An employee may access the vested portion of their Employer Paid Account upon termination of their employment contract with USD #457.
8. Employer and Employee Paid contributions and growth thereon will be considered taxable income upon distribution from the plan. Further, a penalty for early withdrawal may apply for distributions made prior to the age allowed by State and Federal laws and regulations.
9. If any provision of this plan is determined to be in violation of Federal or State laws or regulations, then the entire plan shall immediately terminate and shall be of no further force or effect unless re-adopted by the board of Education of USD #457.

Section E. Kansas Public Employees Retirement System (KPERs)

Any employee whose employment is not seasonal or temporary and whose employment requires at least 630 hours of work per year is required to participate in KPERs. This system requires a deduction of 6% from the employee's gross salary. KPERs provides members with disability and term life insurance benefits. In addition, KPERs members may be eligible for future retirement benefits, or have the option of withdrawing contributions upon termination of employment. For more information on KPERs, employees may contact the **Employee Services Coordinator** or go online to kpers.org.

Section F. Workers Compensation

If an employee is injured while performing job related duties, the district shall pay compensation to the employee in accordance with the provisions of the Kansas Workers Compensation Act, K.S.A. 45-501

et seq., as from time to time amended. In order to provide such benefits to the employees the District is authorized to negotiate for and obtain an insurance policy in the name of the school district.

Except for medical services and treatment as hereafter provided, the District shall not be liable for any other compensation in respect of any injury which does not disable the employee for a period of at least one week from earning full wages at the work at which the employee is employed.

Considering payment of compensation benefits, no employee shall be entitled to receive an amount greater than their average daily rate of pay. If an injured employee elects to receive benefits under the District's emergency leave policy, the amount of compensation they are entitled to shall be reduced by the amount of workers compensation benefits paid for the same period.

Medical services and treatment will be provided in accordance with the Kansas Workers Compensation Act. The employee must be clocked out during the time they are receiving medical service and treatment and can use available emergency leave or take a deduction in pay for this time.

- A. Minor injuries during the school year should be reported to and treated by the school nurse.
- B. Other personal injuries or illnesses not treatable by the school nurse shall be referred to the District's appointed physician. Said physician shall evaluate and treat as necessary, or shall make a referral to another physician for further care. The school district appointed physician's findings shall be made available to both USD 457 and the company or agent issuing the policy of workers' compensation insurance for the District.
- C. The school district shall not be liable for the payment or reimbursement of any charges for medical services or treatment not provided in accordance with this policy.

The District shall appoint a physician of record. The name and address of the school district appointed physician can be accessed through the Benefits Specialist.

It is the responsibility of each employee to report all personal injury or illness by accident arising out of and in the course of the employment.

- A. Notification of the occurrence of an accident shall be given by the employee to the employee's immediate supervisor upon the occurrence of such accident, or within 24 hours.
- B. The personal injury or illness by accident shall be reported to the Benefits Specialist as soon as practical after the occurrence of the accident, but in no event later than 24 hours after the incident occurs.
- C. The employee's supervisor shall be responsible for completing a written report form with respect to any such reported accident or injury. If applicable, the Benefits Specialist shall file a copy of such report with the company or agent issuing the policy of worker's compensation issuance for the district, and with the office of the Kansas Workers Compensation Director.

Section G. Deductions

In addition to supplemental insurances, payroll deductions are allowed for the following:

Garden City YMCA
Garden City Recreation Commission Wellness Center
Buffalo Dunes Golf Course
Garden City Teacher's Federal Credit Union
United Way

Garden City Education Foundation
Garden City Community College Scholarship Funds for various schools
GCEA Dues
SAM's

All salary deductions, other than those regulated by the federal or state government, will be deducted only upon written approval of the employee.

Deductions are normally withheld in equal installments, with the number of installments being determined by the number of pay periods included in the employee's job description. Deductions for all part-time employees will be pro-rated on their September through May checks, other than Health/Dental which will be pro-rated on their September to June checks.

The Payroll Department shall be notified by the first of each month of the implementation or termination of a salary deduction by an individual.

ARTICLE VIII. RESIGNATIONS

If any employee wishes to resign their position with the school district, they should provide their supervisor with at least two weeks' notice. The employee should prepare a written letter of resignation clearly stating the final day of work, sign it and give it to their supervisor. The supervisor should forward a copy of the signed resignation to the Personnel Department.

Upon resignation, an employee's benefits will terminate as follows:

Health/Dental Insurance – If an employee is compensated for more than 50% of the month in which they resign, their coverage will end the last day of the following month. If an employee is compensated for less than 50% of the month in which they resign, their coverage will end on the last day of the month that includes their resignation.

Supplemental Insurance – coverage will end at the end of the month in which the employee resigns.

Employees who do not return to work the following school year and work a minimum of 15 duty days will have their benefits terminated as if their resignation was effective on their last duty day of the previous school year.

When an employee terminates employment with USD 457, they must submit all keys to their supervisor. Their ID card must be turned in to their supervisor or the Personnel Department and the employee must sign the Employee Termination Exit Checklist form with the Benefits Specialist before the final paycheck is issued.

Employees that have resigned or retired from their positions may not take any paid time off within the last two weeks of employment. Extenuating circumstances may allow for an exception but must be approved by the Employee Services Coordinator.

Employees who leave the district receive a confidential District Exit Survey to complete and return to the Personnel Office.

Attendance/Failure to Report to Work

USD 457 expects employees to report for work on time, for every scheduled work day. An employee who is unable to report to work at the designated time is required to notify their supervisor of the absence or the reason for it. An employee who fails to report to work for three (3) consecutive

scheduled work days without notifying their supervisor of the absence or reason for it will be considered as having voluntarily resigned after the third day the employee fails to report to work.

ARTICLE IX. STAFF HEALTH AND SAFETY

1. Personnel of USD 457 will observe the guidelines set forth in the following statute taken from chapter laws governing the authority of all schools.

Section 1. K.S.A. 72-5213.

(a) Every Board of education shall require all persons, whether employees of the school district or under the supervision thereof, who come in regular contact with the pupils of the school district, to submit a certification of health signed by a person licensed to practice medicine and surgery under the laws of any state on a form prescribed by the secretary of health and environment. The certification shall include a statement that there is no evidence of physical condition that would conflict with the health, safety, or welfare of the pupils; and that freedom from tuberculosis has been established by chest x-ray or negative tuberculin skin test. If at any time there is reasonable cause to believe that such person is suffering from an illness detrimental to the health of the pupils, the school board may require new certification of health.

(b) Upon presentation of a signed statement that he or she is an adherent of a religious denomination whose religious teachings are opposed to physical examination, any person, to whom provisions of subsection (a) apply, shall be permitted to submit, as an alternative to the certification of health required under subsection (a), certification signed by a person licensed to practice medicine and surgery under the laws of any state that freedom from tuberculosis has been established.

2. All employees, including bus drivers, are required to submit proof of a physical examination within the first 30 days of employment. The cost of initial examinations shall be paid by the employee. A completed Certificate of Health form must be received by the Personnel Office prior to the beginning date of employment.
3. Bus drivers are required to have a DOT physical checkup as prescribed by state regulations. The cost for DOT examinations required beyond the initial physical examination will be paid by the district.
4. TB tests and physical exams must be no older than one calendar year from hire date.
5. The initial and continued employment of those subject to physical examinations is contingent upon verification of good health as shown by the examination, and the judgment of the examining physician or other competent medical authority.
6. A person who has a health deficiency, which can and should be corrected in order to be fully effective, shall be expected to obtain those corrections. Unless evidence of removal or normal progress toward removal of health deficiencies is shown, the person shall not be considered for hiring or continued employment.
7. Continued Health Appraisal
 - a. If, in the opinion of a school principal or other administrator, an employee's health becomes such that it may affect adversely the health or safety of others, or if it becomes such that the employee is unable to render satisfactory service in the position, or if it becomes such that the educational opportunities of children are impaired or endangered by the employee, the employee's condition

shall be reported to the Superintendent of Schools or the Superintendent's representative to have a physical examination by a physician selected by the school administration. The cost of this examination will be borne by the Board of Education

- b. The report of this examination will be furnished by the examining physician to the Personnel Office. The report shall include not only objective evidence, but also a clear value judgment concerning the physical condition of the employee.
- c. The Superintendent or the Superintendent's representative shall prepare a recommendation consistent with the medical findings and judgment, and shall present it to the Board for such action as the Board may deem appropriate.
- d. If an employee is reported to have health difficulties, which could and should be corrected in order for the employee to be fully effective in the position, the employee will be expected to secure those corrections. In such a case the employee will give evidence of having commenced corrective procedures and will make an appointment, at the employee's own expense, for a reexamination within a period of six months.

ARTICLE X. GRIEVANCE PROCEDURE

DEFINITION

A grievance must be presented in writing on the appropriate Grievance Initiation and Report and signed by the employee claiming a violation of the policies or regulations of the district. No employee may file a grievance on behalf of another employee. Only grievances filed by an employee directly affected by an alleged violation may be processed through the grievance procedure.

A "grievance" shall mean a complaint by a classified employee involving the interpretation or application of any of the district policies as adopted, except that the term grievance shall not apply to any matter in which:

- 1. A method of review prescribed by law, or by a rule or regulation of the State Board of Education having the force and effect of law; or
- 2. The Board of Education is without authority to act.

ADJUSTMENT OF GRIEVANCES

Grievances of classified employees shall be presented and adjusted in the following manner:

STEP 1

Any classified employee may present a grievance in writing to their immediate supervisor within five working days following knowledge of the act or condition which is the basis of the complaint. The immediate supervisor will acknowledge receipt of the grievance in writing and shall confer with the employee with a view to arriving at a mutually satisfactory resolution of the complaint in keeping with policy and regulation. This meeting must be held in no less than five working days after the supervisor receives the grievance. The supervisor will communicate a decision in writing to the aggrieved employee within five working days after the conference.

STEP 2

If the grievance is not resolved at Step 1, the aggrieved employee may appeal within five working days after receiving the decision at Step 1, to the staff person administratively responsible for the program in which the employee is employed. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based. The staff person will acknowledge receipt of the grievance, in writing, and shall confer with the employee and the

employee's immediate supervisor with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee must appear personally and may be represented by an outside representative, or by any classified employee of their choice who is employed by the district. This meeting must be held in no less than five working days after the appeal is received by the staff person administratively responsible for the program. The staff person will communicate a decision, in writing, to the aggrieved employee within five working days after the conference.

STEP 3

If the grievance is not resolved at Step 2, the employee may appeal from the decision at Step 2, to the Assistant Superintendent. The appeal shall be in writing and shall set forth specifically the reason for the appeal from the decision at Step 2, and must be filed within five working days after receiving the decision at Step 2. The Assistant Superintendent will acknowledge receipt of the grievance, in writing, and shall confer with the employee. At the conference the employee must appear personally and may be represented by an outside representative, or by any classified employee of their choice who is employed by the district. This meeting must be held in no less than five working days after the appeal is received by the Assistant Superintendent. The Assistant Superintendent will communicate a decision, in writing, to the aggrieved employee within five working days after the conference.

STEP 4

If the grievance is not resolved at Step 3, the aggrieved employee may within five working days, after receiving the decision of the Assistant Superintendent, appeal the decision to the Superintendent of Schools. The appeal shall be in writing and set forth specifically the reason for the appeal from the decision at Step 3. The Superintendent will acknowledge receipt of the grievance, in writing, and the Superintendent, or designed, will confer with the employee with a view to arriving at mutually satisfactory resolution of the complaint. At the conference, the employee must appear personally and may be represented by an outside representative, or by any classified employee of their choice who is employed by the district. This meeting must be held within ten working days after the Superintendent receives the appeal. The Superintendent will communicate a decision, in writing, to the employee within ten working days after the conference. The Superintendent's decision on the matter is final. No further appeal is allowed.

SPECIAL TYPES OF GRIEVANCES AND COMPLAINTS

Grievances arising from the action of administrators other than the immediate supervisor may be initiated with and processed by such administrators in accordance with Step 2 or 3 of this grievance procedure.

TIME LIMITS

Failure in any step of this procedure to communicate the decision on a grievance within the specified time shall permit the aggrieved employee to proceed to the next step.

Failure at any step of this procedure to appeal a grievance to the next step within the time specified shall be deemed to be acceptance of the decision rendered at that step. The time limit specified in any step of this procedure may be extended in any specific instance by mutual agreement.

The district will not discharge, demote, or in any way discipline any employee because of the filing of a grievance in itself.

ARTICLE XI. EMPLOYEE APPRAISAL PROCEDURES

Section A. Evaluation of Classified Staff

1. The Board of Education asks that all employees be committed to an ongoing evaluation of their performances in order that continual self-improvement may take place. The Board believes there is room for self-improvement through additional training, through in-service programs or as a result of other constructive efforts.
2. An evaluation of all personnel should be made immediately upon completion of a probationary period and at least one evaluation of all employees should be completed on an annual basis.
3. In the event that an employee's performance is determined to be unsatisfactory or substandard, the necessary form of corrective discipline may be administered.
4. The responsible person for evaluation shall be as follows:
 - a. Administrative Support Staff – Superintendent, Deputy Superintendent, Assistant Superintendent, **Chief HR Officer**, Director, Coordinator or Principal.
 - b. Business Support Staff – Chief Financial Officer ~~or Employee Services Coordinator~~
 - c. Technology Support Staff – ~~Assistant Superintendent~~, Director of Technology
 - d. Instructional Support Staff – Director, Coordinator, Principal
 - e. Maintenance & Operations Staff – Director of Plant Facilities
 - f. Nutritional Services Staff – Director of Nutrition Services
 - g. Transportation Services Staff – Director of Transportation

In situations where the employee is located in a school building, but is evaluated by an administrator other than the school principal, the evaluating administrator should solicit input from the school principal for the evaluation.

5. Annual evaluations will determine if employment is recommended for the following school year.
6. Annual evaluations should begin no earlier than March 1 and should be filed in the Personnel Office no later than April 15 of each school year.

Section B. Disciplinary Procedures

If, in the course of the ongoing evaluation of the staff by the supervisor, an employee's performance is judged to be unacceptable or substandard, one of the procedures described below may be applied.

1. **INFORMAL DISCIPLINE** – this type of disciplinary action may be used in cases when infractions are slight and do not warrant formal actions. The penalties vary in these instances; the supervisor may deny certain privileges.
2. **FORMAL DISCIPLINE** – As the title indicated, formal discipline is prompted by outright violation of district rules or regulations. These offenses and their appropriate punishment are handled according to the seriousness of the offense and the employee's past record. The offenses may result in any of the following actions:
 - a. **Oral or Written Reprimand** – This is the most frequently used and the mildest form of formal discipline. It is a warning, which at the same time tries to get at the root of the problem and overcome the source of difficulty. When the supervisor gives an oral reprimand, he makes a brief note of it for his own future reference and guidance. When he issues a written reprimand, he furnishes the employee with one copy and places another in the employee's personnel folder. It becomes a matter of record.

- b. **Suspension With Pay** – The supervisor, with approval of the Superintendent or his designee, may suspend an employee with pay for an indefinite period. This action is taken when district officials determine time is needed to investigate charges against an employee, or while the dismissal procedures are being implemented.
- c. **Suspension Without Pay** – This form of discipline is utilized in severe cases. Suspension without pay is authorized only after the employee has had the opportunity to have a conference with the supervisor to discuss the problem. After the conference, the supervisor, with the approval of the Superintendent or his designee may suspend an employee.
- d. **Demotion** – This penalty places the employee in a position of lower responsibility and pay. If a new employee is reassigned because they are not qualified for their first job, this is not considered a disciplinary matter. If, however, the employee is capable of performing their job, yet fails to improve after warning and constructive criticism, they may be demoted.
- e. **Immediate Dismissal** – An employee may be immediately dismissed from employment, if deemed to be in the best interest of the District and/or safety and welfare of its students, for a violation of policy, or for any other reason deemed appropriate by the District.

An employee can be notified of their immediate dismissal by the employee's supervisor or other district official.

In the case of an immediate dismissal, an employee may request a hearing, by submitting a written request to the Assistant Superintendent, within 5 business days of the date of notice of dismissal. The hearing, which shall be conducted within a reasonable period of time following the written request, shall include the employee's supervisor and the Assistant Superintendent. The Assistant Superintendent shall act as hearing officer. The purpose of the hearing shall be to discuss the reason(s) for dismissal and any mitigating circumstances which the employee requests be considered by the District. Counsel or a representative of their choice may represent the employee.

The hearing officer shall render a decision within 10 business days of the date of the hearing concerning whether a dismissal recommendation should be submitted to the Board for final approval, or whether the employee would be reinstated as an employee of the District.

- f. **Dismissal Based on Job Performance and Work Habits** – When an employee's job performance and/or work habits have become poor or unsatisfactory, the supervisor will schedule an evaluation conference with the employee to identify areas that require improvement. The areas of needed improvement would be identified, in writing, and a copy be given to the employee within 5 working days of the evaluation conference. The supervisor should offer suggestions to the employee and help direct the employee toward improvement.

An employee whose job performance and/or work habits are determined to be poor or unsatisfactory may be placed on probation immediately following the evaluation conference with the supervisor. The probation period should not exceed ninety **60** calendar days and no employee should be dismissed earlier than 15 working days following the evaluation conference. If there is more than one evaluation conference, the 15 working days apply only to the first conference. The supervisor will make every effort to work with the employee during the probationary period to afford the employee an opportunity to improve.

Employees being placed on or removed from probation will be notified in writing and copies sent to the **Chief HR Officer** ~~Assistant Superintendent~~.

Section C. Employee Probation (Outside Initial Employment Probation)

An employee may be placed on probation for a period not to exceed 60 calendar days for:

1. Poor or unsatisfactory performance of their duties at any time.
2. Transfer from one department to another (at the prerogative of the supervisor).

If the employee's work during this probationary period becomes satisfactory, the employee will be removed from probation. An employee will not lose longevity benefits or have a reduction in salary during the probationary period. The employee shall be able to use earned leave during this time.

ARTICLE XII. EMERGENCY CLOSINGS

At certain times natural events and conditions beyond the control of school personnel will cause the closing of one or more of the schools. When such a decision must be made, both the determination and the announcement shall be made by the Superintendent of Schools or the person acting on his behalf.

If the Superintendent or the person who is acting on his behalf cannot be reached in time to avert injury to person or property, the principal of the school or the acting principal should take such action as he or she might deem necessary under the circumstances.

SEVERE WEATHER

In the case of severe weather which causes the closing of one or more of the attendance centers, the following procedures will be in effect. It should be observed, however, that the Board authorizes the administration to make those decisions, which are necessary in order to cover extreme emergency situations, which are not provided in this policy.

In the event that a school or all schools in the district are closed during the school day, a reasonable attempt will be made to notify parents one hour prior to the school closing.

If a decision is made to close a school or all schools in the district prior to the start of the school day, students, parents and staff will be notified through the media.

DISMISSAL BECAUSE OF SNOW

A. When school is dismissed for the entire day because of snow:

1. All classified full-time employees (who work 261 days per year) **will work regular hours.**
 - a. If an employee is unable to report to work because of the bad weather, the employee needs to contact their supervisor.
 - b. If an employee is unable to report to work **due to hazardous weather conditions**, he or she may:
 - i. Use an emergency leave day
 - ii. Use a personal day.
 - iii. Use a vacation day.
 - c. If the Superintendent determines that all employees should go home early or report to work late because of bad weather, the time will not need to be made up.
 - d. **Employees must be actively working or using paid time off the day prior to and the day after the designated snow day in order to use a Snow Day.**

2. All other classified employees have the following options:
 - a. Report to work, with the permission of the administrative supervisor. The employee is to report to work only if there is productive work the employee could be doing.
 - b. Make up the time during the same week as the missed day, with the permission of the administrative supervisor. If the time is to be made up, the arrangements need to be made between the administrative supervisor and the employee and the time must be made up in increments of thirty minutes or more.
 - c. Use an emergency leave day.
 - d. Use a personal day.
 - e. Use one of the three non-duty snow days designated for this purpose. Employees must be actively working or using paid time off the day prior to and the day after the designated snow day in order to use a Snow Day.
- B. When school is dismissed for the entire day because of snow and if because of using the snow day, an additional day of school will be held at the end of the year:
 1. All full-time employees (who work 261 days per year) **will work** regular hours.
 2. All other classified employees will not report to work and will not be paid for that day. The building administrators need to report to school for one hour in case any students show up for school. One additional day will be added to the employee's calendar and the employee will be paid for that day when worked.
- C. When school is dismissed on or after 12:00 p.m. because of snow:
 1. All full-time employees (who work 261 days per year) and all administrators will work regular hours. If the Superintendent determines that the employees should go home early, the time will not need to be made up.
 2. All other employees will be allowed to leave when all the students have left the building. The time will not need to be made up. The principal may reserve the right to request employees to help supervise children who cannot get home immediately. Each school should have a procedure for making sure children have a place to go when school is dismissed early. The procedure may include having the child to return to school if no one is home.
 3. Employees who leave before the dismissal or choose not to report to work may use a personal day or be deducted for the time missed.
- D. When school is dismissed before 12:00 p.m., because of snow:
 1. The procedures for early dismissal will be followed for the morning (see C).
 2. The procedures for no school all day will be followed for the afternoon (see A).
 3. Employees who leave before the dismissal or choose not to report to work may only use a personal day or be deducted for the time missed.
- E. When school starts one or two hours late because of snow:

All employees will report to work at regular duty time. The exception will be employees who live outside the city limits. They will be required to call and report an estimated time of safe arrival. This arrival time must be prior to the late start time.

“Snow days” are included in the annual calendar. No school will make up days missed for hazardous weather until a particular school has missed more days than the “snow days” provided in the calendar. The Board of Education will determine when excessive missed days are to be made up.

Legal Reference: KSA 7201106

ARTICLE XIII. PROFESSIONAL DRESS

The Board of Education encourages appropriate dress that adheres to commonly accepted business casual standards of grooming and dress for all district employees. Clothing should meet the minimum standard of business casual (examples below):

1. Men - slacks and collared shirt; turtlenecks/mock; sweaters; sport coat
2. Women - slacks and modest blouse or top; skirts; dresses; dress shorts/suits
3. No t-shirts; no blue jeans; no sweatshirts; no spandex; no athletic/jogging suits
4. Shoes – dress shoes; loafers; dress sandals (no athletic shoes)

An employee who is uncertain about whether a clothing item qualifies as business casual should ask their supervisor. An employee may request an exception due to health considerations from their supervisor.

Appropriate professional dress demonstrates a high regard for education, and will present an image consistent with job responsibilities and community values and expectations. Appropriate professional dress reflects a shared vision of the district’s staff as motivated professionals working toward a common mission. In addition, it strengthens the community’s perception toward the district, public schools and the teaching profession.

Professional appearance of staff members includes dress, accessories, body adornments, and grooming. Clothing, shoes and accessories are clean, in good repair and promote a working and learning environment that is free from unnecessary disruption.

Professional dress is appropriate during the workday and anytime employees attend work-related activities. Attire should be appropriate for the educational activity to be engaged in that day and should also be appropriate for the role of the employee in each activity (ex: Nutrition Services, Plant Facilities and Transportation employees who may wear uniforms or clothing more appropriate for the type of job they are performing). Clothing should convey a professional image by being coordinated, modest and appropriate for a classroom or educational setting.

Employees may wear blue jeans only on the following occasions (athletic shoes and a school shirt may also be worn on these occasions). The following does not apply to employees at the ESC Building:

- Work days
- In-service days for USD 457 employees only
- Travel time to and from events outside the District
- Special days designated by the building principal
- Every Friday, with the exception of days designated for parent/teacher conferences and with the exception of other special occasions approved by the Superintendent

ARTICLE XIV. REIMBURSEMENT FOR MILEAGE AND CELL PHONE

Section A. Mileage Between Schools

Employees who serve two or more attendance centers daily or are otherwise required to go to various buildings during their scheduled work day are entitled to receive reimbursement for miles driven between the schools at the rate per mile allowed by the state when using a private vehicle. A district mileage log or Mileage Reimbursement Request Form must be submitted by the employee to the supervisor for approval, then to the Business Office for payment. Reimbursement should be requested on a monthly basis.

Section B. Mileage to Rural Attendance Centers

Mileage will be paid to classified employees who work at either of the two rural schools. The mileage paid per trip is as follows:

Jennie Barker	.5
Plymell	12.6

The pay will be considered part of the employee's gross pay and will be based on the number of work days in the employee's calendar.

Section C. Mileage/Cell Phone Stipends

Mileage and cell phone stipends will only be granted to those employees that are in positions approved by the Chief Financial Officer and Chief HR Officer.

ARTICLE XV. ADMISSION TO SCHOOL SPONSORED EVENTS

The Board of Education encourages attendance of employees at school-sponsored events.

Schools should follow these procedures:

- A. Those schools charging admission to public performances or scholastic events will honor school district identification cards, whereby each of these employees and their companion may be admitted to all events held under the direct sponsorship of that school.
- B. District passes or I.D. cards are not valid at events sponsored directly by the Kansas State High School Activities Association. Generally, these events are district, regional or state play-offs in athletic events. Neither will district passes admit a holder to events sponsored by outside organizations.
- C. The holder of a district pass must pay extra if the I.D. card is to be used toward purchasing reserved seats.

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Tracy Johnson, Nutrition Service Director
DATE: July 8, 2024
RE: Approval of Child Nutrition 2025 Program Agreement

ISSUE:

The Board of Education is asked to approve the 2025 Child Nutrition 2025 Program Agreement

BACKGROUND:

The Child Nutrition and Wellness 2025 Program Agreement has to be board approved in order to participate in the following programs: National School Lunch Program, School Breakfast Program, Special Milk Program, After-school Snack Program, Cash-in-lieu-of Commodities, Child and Adult Care Food Program, At-Risk After-school Meals, Fresh Fruit and Vegetable Program, Summer Food Service Program and Seamless Summer Option

ALTERNATIVES:

No other alternatives applicable.

RECOMMENDATION:

It is recommended that the Board Of Education approve the 2025 Child Nutrition Program Agreement

FISCAL NOTE:

Not applicable.

ATTACHMENTS:

2025 Program Agreement

**Child Nutrition & Wellness
Kansas State Department of Education**

2025 PROGRAM AGREEMENT

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

Instructions:

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

Sponsor Number 457 **Sponsor Name** Garden City Public Schools

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A. Additional Documents Incorporated Into this Agreement

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

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

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

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

- Letter to Household
- Application Packet for Free & Reduced Price School Meals
- Notification of Eligibility Determination
- Consent for Disclosure
- Announcement of Child Nutrition Programs
- Appointment of a New Authorized Representative
- Letter to Household about Direct Certification
- Confirm Your Eligibility for Free/Reduced Price Meals
- Letter to Household about Benefit Decrease
- Letter to Household about Community Eligibility Provision
- Paid Lunch Equity Tool
- Procurement Plan and Written Standards of Conduct
- Meal Charge Policy

Child & Adult Care Food Program (CACFP):

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

Summer Food Service Program (SFSP):

- Letter to Health Department
- Budget
- Purchasing Plan and Written Standards of Conduct
- Training Certification
- Vended Meal Agreement, if applicable
- Letter to Household, if applicable
- Waiver to Unitized Meals Requirement, if applicable
- Menus of Two Weeks and Production Records for One Week

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

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

B. Definitions

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

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

"Adults enrolled for care and training" means (a) students enrolled in school classes above the 12th grade level, and (b) all persons 21 years or older receiving care and training as enrollees of institutions.
2. Afterschool Snack Program: The National School Lunch Program (NSLP) offers cash reimbursement to help schools serve snacks to children after their regular school day ends.
3. At-Risk Afterschool Meals: The At-Risk Afterschool Meals component of the Child and Adult Care Food Program (CACFP) offers Federal funding to afterschool programs that serve a meal or snack to children in low-income areas.
4. Categorically Eligible Child: A child who is eligible for free meal benefits because they, or any household member, receive benefits under Assistance Programs or the child is designated as a member of the Other Source Categorically Eligible Programs. An individual child's eligibility under any of the Other Source Categorically Eligible Programs does not convey to other children in the household. There are two ways a child may be classified as categorically eligible:
 - a) Through participation in Assistance Programs- Food Assistance (FA), Temporary Assistance to Children (TAF), or the Food Distribution Program on Indian Reservations (FDPIR)- (a child or any member of the household, receives benefits as determined through direct certification or an application with appropriate case numbers); or
 - b) Through Other Source Categorically Eligible designation:
 - A child enrolled in a Head Start or Even Start program on the basis of meeting that program's low-income criteria
 - A homeless child as determined by the Sponsor's homeless liaison or by the director of a homeless shelter
 - A migrant child as determined by the State
 - A runaway child who is receiving assistance from a program under the Runaway and Homeless Youth Act and is identified by the local educational liaison
 - A foster child who is under the legal responsibility of a foster care agency or court
5. Child: (a) A student of high school grade or under as determined by the State, who is enrolled in an educational unit of high school grade or under as described in paragraphs (a) and (b) of the definition of "school", including students who are mentally or physically handicapped as defined by the State and who are participating in a school program established for the mentally or physically disabled; or (b) a person under 21 chronological years of age who is enrolled in an institution or center as described in paragraph (c) of the definition of "school".
6. Child Nutrition Programs (CNP): The following Federal CNPs are administered at the State-level by KSDE: National School Lunch Program, School Breakfast Program, Special Milk Program, Cash-in-lieu-of Commodities, Child and Adult Care Food Program, Fresh Fruit and Vegetable Program, Seamless Summer, and Summer Food Service Program. The Afterschool Snack Program is a provision of the National School Lunch Program. At-Risk Afterschool Meals (snack and/or supper) is a provision of the Child and Adult Care Food Program.
7. Community Eligibility Provision (CEP): An alternative to household applications for free and reduced price meals in Sponsors and schools in high poverty areas. To be eligible, sponsors and/or schools must meet a minimum level (40%) of identified students for free meals in the year prior to implementing CEP; agree to serve free lunches and breakfasts to all students; not collect free and reduced price applications from households in participating schools and agree to cover with non-Federal funds any costs of providing free meals to all students above amounts provided in Federal assistance. Reimbursement is based on claiming percentages derived from the identified student percentage.

8. Competitive Food: All food and beverages other than meals reimbursed under programs authorized by the Richard B. Russell National School Lunch Act and the Child Nutrition Act of 1966 available for sale to students on the School Campus during the School Day. School Day means, for the purpose of competitive food standards implementation, the period from the midnight before, to 30 minutes after the end of the official school day. School Campus means, for the purpose of competitive food standards implementation, all areas of the property under jurisdiction of the school that are accessible to students during the school day.
9. DCF: Department of Children and Families is the State agency (formerly SRS) that administers the Food Assistance Program (previously known as Food Stamps) and Temporary Assistance to Families (TAF).
10. Direct Certification: The process of determining children eligible for free benefits based on documentation obtained directly from the appropriate State or local agency or other individual authorized to certify that the children are members of a household receiving Food Assistance or assistance under FDPIR or TAF. Children certified as foster children, homeless, migrant, runaway or income-eligible for Head Start/Even Start are also directly certified.
11. FDPIR: Food Distribution Program on Indian Reservations.
12. Federal fiscal year: A period of twelve months beginning with October 1 of any calendar year and ending with September 30 of the following calendar year.
13. Food service area: The cafeteria or any other areas in the school where reimbursable meals are prepared, served, and/or eaten.
14. Foster Child: A child whose care and placement is the responsibility of an agency that administers a State plan under part B or E of title IV of the Social Security Act, or a foster child who a court has placed with a caretaker household. These provisions only apply to children formally placed in foster care by a State child welfare agency or a court. They do not apply to informal arrangements such as caretaker arrangements or permanent guardianship placements that may exist outside of or as a result of State or court-based systems. Whether placed by the State child welfare agency or a court, in order for a child to be considered categorically eligible for free meals, the state must retain legal custody of the child. A foster child is categorically eligible for free meals without further application. For purposes of determining eligibility for school meals for other children in the household, the foster child is considered a member of the household in which they reside. The foster child's income is only considered when the foster family applies for meal benefits for the non-foster children in the household.
15. Free meal: A meal served in the National School Lunch Program or School Breakfast Program to a child eligible for benefits under 7 CFR Part 245. Neither the child nor any member of the household pays or is required to work in the school or in the school's food service.
16. Free milk: Milk served in the SMP to a child eligible for free milk under 7 CFR Part 245. Neither the child nor any member of the household pays or is required to work in the school or in the school's food service.
17. Fresh Fruit & Vegetable Program (FFVP): The Fresh Fruit and Vegetable Program provides all students in selected elementary schools with free fresh fruits and vegetables during the school day.
18. Homeless: A child is considered homeless if she/he is identified as lacking a fixed, regular and adequate nighttime residence by the Sponsor's homeless liaison, or by the director of a homeless shelter.
19. KSDE: As used in this agreement, KSDE refers to the Child Nutrition & Wellness Section of the Kansas State Department of Education.
20. Income: All money received by or accruing to the nonprofit food service program including, but not limited to, children's payments, adults' payments, earnings on investments, other local revenue, State reimbursement and Federal reimbursement.

21. Income Eligibility Guidelines: Household size and income levels prescribed annually by the U.S. Secretary of Agriculture for determining eligibility for reduced price and free meals and for free milk. The free guidelines are at or below 130 percent of the Federal poverty guidelines and the reduced price guidelines are between 130 and at or below 185 percent of the Federal poverty guidelines.
22. Independent Review of Applications: Sponsors that demonstrate high levels of, or a high risk for administrative error associated with certification, verification and other administrative processes during an administrative review will be required to conduct an independent review of initial eligibility determinations for free and reduced price school meal applications for accuracy prior to notifying households of eligibility.
23. Local Educational Agency (LEA):
 - The public board of education or other public or private nonprofit authority legally constituted within a State for the administrative control of public or nonprofit schools in a political subdivision of a State.
 - An administrative agency or a combination of school districts or counties that is recognized by the State.
 - Any other public or private nonprofit institution or agency having administrative control and direction of a public or private nonprofit school or residential child care institution
24. Long-term care facility: Any hospital, skilled nursing facility, intermediate care facility, or distinct part thereof, which is intended for the care of children confined for thirty (30) days or more.
25. Meals: Food served at a school under the indicated program(s) which meets the applicable nutritional requirements set forth in this agreement in Section M, Meal Requirements. The term "meals" refers to lunch, supper and/or breakfast, whichever is applicable.
26. Migrant: A child who is enrolled in the migrant education program (MEP) as determined by the state or local MEP coordinator.
27. Net cash resources: All money that is available to the Sponsor for the nonprofit food service program less accounts payable. Cash resources include, but are not limited to, cash on hand, cash receivable, accrued earnings on investments, cash on deposit and the value of stocks, bonds or other negotiable securities.
28. Non-pricing program: A program that provides meals/milk at no separate charge to children.
29. Nonprofit food service: Food service operations conducted by the Sponsor principally for the benefit of children. All income from the nonprofit food service program is used solely for the operation or improvement of such program.
30. Nonprofit private school: A nonpublic school exempt from income tax under section 501(c)(3) of the Internal Revenue Code of 1954, as amended.
31. Overt identification: Any action that may result in a child being recognized as potentially eligible to receive or certified for free or reduced price meals or free milk. Sponsors must assure that a child's eligibility status is not disclosed at any point in the process of providing free or reduced meals, including notification of the availability of free or reduced price benefits; certification and notification of eligibility; provision of meals in the cafeteria; the point of service; and through method of payment.
32. Point-of-service: The point in the food service operation where a determination can accurately be made that a reimbursable paid, reduced price or free meal/snack has been served to an eligible child. In most cases, the "point of service" must be at the end of the serving line, since that is generally the only place where it can be determined that a reimbursable meal/snack has been served.
33. Pricing program: A program that sells meals/milk to children. This includes any program in which maximum use is made of CNP reimbursement payments to lower the price children would otherwise pay for meals/milk.

34. Reduced price meal: A breakfast priced at 30 cents or less, a lunch priced at 40 cents or less, or an afterschool snack priced at 15 cents or less and provided to a child eligible for reduced price benefits under 7 CFR Part 245.
35. Residential Child Care Institution (RCCI): Any distinct part of a public or nonprofit private institution that (1) maintains children in residence; (2) operates principally for the care of children; and (3) if private, is licensed by the State or local government to provide residential child care services under the appropriate licensing code. RCCIs are included in the regulatory definition of “school” for the Child Nutrition Programs.
36. Runaway: A runaway child who is receiving assistance from a program under the Runaway and Homeless Youth Act and is identified by the Sponsor’s homeless liaison.
37. School:
- an educational unit of high school grade or under, recognized as part of the educational system in the State and operating under public or nonprofit private ownership in a single building or complex of buildings;
 - any public or nonprofit private classes of preprimary grade when they are conducted in the aforementioned schools;
 - any public or nonprofit private residential child care institution, or distinct part of such institution, which operates principally for the care of children, and, if private, is licensed to provide residential child care services under the appropriate licensing code by the State or a subordinate level of government, except for residential summer camps which participate in the Summer Food Service Program for Children, Job Corps centers funded by the Department of Labor, and private foster homes.
38. School week: The period of time used to determine compliance with the nutrition standards and the appropriate calorie and nutrient levels as specified in 7CFR 210.10. In a school, the period shall be a normal school week of four or five consecutive days. However, to accommodate shortened weeks resulting from holidays and other scheduling needs, the period shall be a minimum of three consecutive days and a maximum of seven consecutive days. Weeks in which school meals are offered less than three times shall be combined with either the previous or the following week.
39. School year: The period between July 1 and June 30
40. Senior high school students: Students (a) of a high school grade level as determined by the Kansas State Board of Education, and (b) enrolled in a “school” as defined in this agreement.
41. Snacks: Meal supplements, as described in Section P and Q of this agreement, served after school to children enrolled in an approved after school care program.
42. Special Milk: Milk served to children, enrolled in a school, for whom no other Child Nutrition Program is available (e.g., split-session kindergartens and schools that provide only milk).
43. Split-session: An educational program operating for approximately one-half of the normal school day.
44. Sponsoring Food Authority (Sponsor herein): The governing body which is responsible for the administration of one or more schools and which has the legal authority to operate a Federal Child Nutrition Program therein.
45. State fiscal year: A period of twelve months beginning with July 1 of any calendar year and ending with June 30 of the following calendar year.
46. TAF: Temporary Assistance to Families
47. USDA: United States Department of Agriculture
48. Verification: Confirmation of eligibility for reduced price or free Child Nutrition Program benefits. At a minimum, verification shall include confirmation of income eligibility, participation in the Food Assistance Program, or current receipt of TAF or FDPIR benefits.

C. Statement of Agreement

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

1. This agreement shall be effective starting on the month specified on the Sponsor Application for the programs indicated on each of the Sponsor's approved Site Applications, and shall continue until modified or terminated in the manner prescribed herein.
2. This agreement may be terminated upon ten (10) days written notice on the part of either party hereto, and KSDE may terminate this agreement upon receipt of evidence that the Sponsor has not fully complied with the terms and conditions of this agreement or of any applicable laws or regulations. Any termination of this agreement by KSDE shall be in accordance with applicable laws and regulations.
3. The terms of this agreement shall not be modified or changed in any way other than by the consent in writing of both parties hereto.
4. KSDE shall promptly notify the Sponsor of any change in the minimum meal requirements or the assigned rates of reimbursement.
5. KSDE shall, to the extent that funds are available, disburse reimbursement to the Sponsor promptly and equitably for reimbursable meals, snacks and Special Milk served to enrolled children participating in the programs indicated on their respective school's approved Site Application. Such reimbursement payments are subject to the following limitations.
 - a. Lunch reimbursement paid to the Sponsor shall not exceed the number of paid, reduced price and free lunches served to eligible children multiplied by the reimbursement rate for each category of lunch.
 - b. Regular Breakfast reimbursement rates are paid to Sponsors for schools not participating in the Severe Need option of the School Breakfast Program. Regular breakfast reimbursement paid to the Sponsor shall not exceed the number of paid, reduced price and free breakfasts served to eligible children multiplied by the regular breakfast reimbursement rate for each category of breakfast.
 - c. Severe Need Breakfast reimbursement rates are paid to Sponsors for schools that are participating in the Severe Need option of the School Breakfast Program. Sponsors qualify when at least 40% of the lunches served 2 years prior were served to students qualifying for free and/or reduced price benefits. During any fiscal year, reimbursement paid to the Sponsor for breakfasts served in approved Severe Need schools shall not exceed the number of reduced price and free Severe Need breakfasts served multiplied by the applicable Severe Need breakfast reimbursement rate.
 - d. Cash-in-lieu-of Commodities reimbursement shall be paid for each reimbursable lunch served.
 - e. Afterschool Snack Program reimbursement paid to Sponsors shall not exceed the number of paid, reduced price and free snacks served to eligible children multiplied by the reimbursement rate for each category of snack. Snacks served at site eligible programs shall be reimbursed at the free snack reimbursement rate.
 - f. Special Milk reimbursement shall be paid to Sponsors for each half-pint milk unit served to students qualifying to participate in the Special Milk Program. Reimbursement for paid milk shall not exceed the number of paid units served to students multiplied by the reimbursement rate. Reimbursement for free milk shall not exceed the number of free units served to students multiplied by the average cost per half-pint unit.
 - g. Fresh Fruit and Vegetable Program reimbursement shall be paid to Sponsors for school(s) participating. Reimbursement shall be no less than \$50 and not exceed \$75 per student for the school year for the purchase of fresh fruits and vegetables and limited non-food costs.
 - h. Summer Food Service Program reimbursement shall be paid to Sponsors for up to 2 summer meals (breakfast, am snack, lunch, pm snack, supper) served to students at sites qualified to participate in the summer food service program.
 - i. Seamless Summer Program – School Nutrition Program free reimbursement shall be paid to Sponsors for up to 2 summer meals (breakfast, a.m. snack, lunch, pm snack, supper) daily served to students at open school sites qualified by Summer Food Service Program site qualifications.
 - j. Child and Adult Care Food Program – reimbursement shall be paid to Sponsors for each meal or snack served to children at sites qualified to participate in the Child and Adult Care Food Program including At-Risk Afterschool Meals.

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

D. Requirements for All Programs

The Sponsor agrees to:

1. Comply with all provisions of the following that are applicable to the conduct of any Federal Child Nutrition Program in which the Sponsor participates: Chapter 7 Code of Federal Regulations (7CFR) Parts 210, 215, 220, 225, 226, 240, 245, and 250; 7CFR Part 3015; 7CFR Part 3016 or 3019 as applicable; Chapter 2 Code of Federal Regulations (2CFR) Part 200 as applicable; instructions and guidance issued by USDA or KSDE; statutes of the State of Kansas; regulations of the Kansas State Board of Education; and provisions of this agreement.
2. Certify that each school, camp or child care institution, for which a Site Application is submitted, is nonprofit and exempt from Federal income tax under the Internal Revenue Code as amended.
3. Add, modify or inactivate a site by notifying KSDE of changes needed on the Site Application form. Additions or inactivation of sites may be made only at the beginning of a calendar month.
4. Designate an authorized representative who is fully empowered and has responsibility to:
 - enter into any agreement with KSDE;
 - review and analyze meal/snack/milk counts to ensure accuracy; and
 - prepare and sign program documents, program reports, and reimbursement claims pertaining to implementation and operation of the programs.If the authorized representative changes, the Sponsor shall promptly report the change to KSDE.
5. No exempt fundraiser foods or beverages may be sold in competition with school meals in the food service area during the meal service.
6. Implement the Smart Snacks in School Nutrition Standards for competitive foods sold on the school campus during the school day and comply with the exempt fundraiser limit set by the Kansas State Board of Education. There are no frequency limits on fundraisers during which food items that meet the nutrition standards are sold; nor are there any limits on non-food fundraiser activities.
7. Assure that proceeds from the sale of all competitive foods accrue to the food service fund, to the school, or to approved student organizations.
8. Provide students adequate time to eat.
 - Allow a minimum of 15 minutes from the time a student receives a lunch until he/she is required to leave the food service area. KSDE recommends allowing at least 25 minutes for students to get lunch, eat and pass to class.
 - Allow a minimum of 10 minutes from the time a student receives a breakfast until he/she is required to leave the food service area. KSDE recommends allowing at least 20 minutes for students to get breakfast, eat and pass to class. For schools electing to offer breakfast via an innovative breakfast delivery model the amount of time required can be reduced if students are permitted to eat in the classroom or other common areas.
 - Note: Sponsors are encouraged to adopt policy allowing longer meal
 - Allow students time to wash their hands before eating and to clean up after eating.
9. Maintain necessary facilities for storing, preparing, and serving food.
10. Adhere to proper sanitation, health and food handling standards in conformance with all applicable KSDE, Kansas State Board of Education, State, and Federal laws, regulations and policies. Correct any discrepancies found by health officials or KSDE.
11. Organize and implement activities that involve students and parents in the School Nutrition Program.

12. Require all persons (employees or other persons under the supervision of the Sponsor) who come in regular contact with students to submit a health certification signed by a person licensed in any state to practice medicine or surgery. The certificate must indicate that such person is free from a condition that would conflict with the health, safety, or welfare of the students and that freedom from TB has been established by a chest X-ray or negative skin test. Additional certification may be required whenever the Sponsor has reason to believe that such a person is suffering from an illness that might be detrimental to the health of students.
13. If a contract is made with a food service management company or other commercial enterprise for the preparation or delivery of food, the Sponsor shall maintain responsibility to KSDE for compliance with all statutes, rules, and regulations of the program and any revocations, amendments, or supplements thereto.
14. Provide timely and complete responses to requests from KSDE for corrective action or required information. If the Sponsor has not responded to KSDE's satisfaction within 30 days of the due date, the Sponsor's reimbursement may be withheld until such time as the Sponsor complies with the request.
15. Require cooperation with the Department of Agriculture officials and contractors conducting evaluation and research.
16. Certify that required training is completed. Participate in Administrative Training (which includes mandatory annual Civil Rights training) as offered by KSDE, Child Nutrition & Wellness. Maintain current food safety training for all child nutrition personnel.
17. Follow the most recent guidance in KSDE's publication, *Food Service Facts*, and in Update Memos posted on the KSDE website at <https://cnw.ksde.org>.
18. Sponsors are required by NSLP regulations (7 Code of Federal Regulations 210.12(d)(2)) to conduct annual outreach to households about free meals or snacks available from SFSP sites during the summer. The outreach information must be provided to households prior to the end of each school year, so this information may *not* be distributed via the annual school meals application packet. The information may be distributed prior to the end of each school year by any means normally used to communicate with households, for example email or website.
19. Sponsors that have one or more sites that offer the SBP are required by federal program regulations (7 Code of Federal Regulations 210.12(d)(1)) to inform families about the availability of the breakfast program. This information must be sent to households prior to or at the beginning of each school year, so it may be included in the annual school meals application packet. In addition, schools should send reminders regarding the availability of the SBP multiple times throughout the school year. Schools can provide reminders to children through their public address systems in schools or through means normally used to communicate with the households of enrolled children. Other acceptable outreach activities may include developing or disseminating printed or electronic material to families and school children. For example, information about the SBP should be posted on the school's website.

E. Financial Management

The Sponsor agrees to:

1. Establish a fund called the "Food Service Fund," consisting of all money deposited therein or transferred thereto according to law.
2. Maintain a positive cash balance in the Food Service Fund.
3. Credit all revenue received by the Sponsor for food service and from charges for food service to the Food Service Fund.
4. Pay expenses attributable to the Sponsor's food service from the Food Service Fund.
5. Transfer no money from the Food Service Fund to any other fund.
6. Operate a nonprofit School Nutrition Program.

7. Use only program income from sources other than Federal, State, or children's payments to pay for:
 - wages or benefits of teachers or regularly employed administrative personnel for supervision of the program
 - passenger automotive equipment
 - land
 - acquisition or construction of buildings
 - alterations to existing buildings
8. Limit net cash resources to an amount that does not exceed three months average expenditures for the Sponsor's nonprofit food service program. KSDE shall monitor the net cash resources of the nonprofit food service program of the Sponsor. In the event that such resources exceed three months average expenditures for the Sponsor's nonprofit food service program, KSDE may require the Sponsor to reduce student meal prices, improve food quality, or take other actions to improve the nonprofit food service program. In the absence of any such action, KSDE shall adjust reimbursement rates paid to the Sponsor.
9. Establish a Meal Charge Policy approved by the local board of education and upload in KN-CLAIM as part of the annual program renewal process. Sponsors must make reasonable efforts to collect delinquent debt within a reasonable timeframe and determine the process and timeframe for collecting delinquent debt and include in the written policy. Sponsors must also determine when delinquent debt is uncollectable and will be considered bad debt, transfer funds for bad debt to the food service account from non-federal sources, assume costs of on-going collection fees and legal fees, if applicable, and maintain records related to bad debt (SP 46-2016).
10. The local Meal Charge Policy must be communicated in writing to all households at the start of the school year and to families that transfer in during the school year. Sponsors must communicate to all staff responsible for enforcing any aspect of the policy and maintain records related to the meal charge policy including the written policy, and documentation of the methods used to communicate the policy to households and to staff responsible for policy enforcement. (SP 46-2016).
11. Ensure sufficient funds are provided to the nonprofit school food service account for meals served to students not eligible for free or reduced price meals. There are two ways to meet this requirement: either through the prices charged for "paid" meals or through other non-Federal sources provided to the nonprofit school food service account (7 CFR 210.14(e)).

F. Purchasing

The Sponsor agrees to:

1. Comply with the "Buy American" provision of Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 and regulations implementing the law's requirements as follows: To the maximum extent practicable, the Sponsor shall purchase domestic commodities or products for use in meals served under the National School Lunch Program and the School Breakfast Program. Section 12(n) of the National School Lunch Act (NSLA) defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.
2. When nonprofit food service account funds are used, procurement transactions for food products on the commercial market must comply with the Buy American provision (7 CFR part 210.21(d)), whether food products are purchased by Sponsors or entities that are purchasing on their behalf.
3. The Buy American provision must be included in all product specifications, bid solicitations, requests for proposals, contracts, purchase orders, and other procurement documents issued and applies to all money expended from the Sponsor's Food Service Fund. Sponsors are required by 2 CFR 200.318(b) to monitor contractor performance to ensure compliance with all contractual requirements including the Buy American provision.

4. Use Cash-in-lieu-of Commodities only to obtain foods for use during the State fiscal year in which the funds are made available. Cash-in-lieu-of Commodities is to be used only for the food service programs of those schools of the Sponsor participating in the lunch and breakfast programs.
5. Purchase foods designated as plentiful by KSDE or USDA in the largest quantities as may be efficiently utilized in the food service program.
6. Maintain written standards of conduct for staff awarding and administering the contract. No employee, officer or agent shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. The officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors.
7. Sponsors may use geographic preference when purchasing unprocessed locally grown and locally raised agricultural products.
8. Follow Federal (2 CFR 200, 7CFR 3015), State or local purchasing requirements, whichever are more stringent.
9. A procurement plan and written standards of conduct must be uploaded into KN-CLAIM as a part of Program Renewal and reviewed by KSDE annually.

G. Accountability, Collection Procedures and Reimbursement Claims

The Sponsor agrees that:

1. The procedure(s) for each school to collect from students who pay for their meals and the point-of-service meal accountability system that ensures daily accuracy of meal counts by category (i.e., paid, reduced price and free) will be implemented as specified on each Site Application of this agreement and approved by KSDE and will prevent the overt identification of the children receiving free or reduced price meals or free milk.
2. Any alterations in the aforementioned approved counting and claiming procedures, will be submitted to KSDE for approval prior to implementation. Such changes shall be effective only upon approval by KSDE.
3. The number of paid, reduced price and free reimbursable meals served to eligible children will be counted at the point of service; or through another counting system only as pre-approved by KSDE.
4. If the Sponsor has more than one food service site, the Sponsor will conduct on-site reviews by February 1 of each year to verify meal accountability and claiming practices at each site where meals are served. If a problem(s) exists, corrective action will be implemented and a follow-up site review will be conducted within 45 calendar days to verify resolution of problem(s).
5. Each school's daily meal count and the Sponsor's monthly meal count will be compared against data which will assist in identifying excess numbers of meals claimed.
6. Claims for reimbursement will be submitted in accordance with procedures established by KSDE and as specified in 7CFR, Part 210.8 and if applicable 7 CFR 215.10, 7 CFR 220.11, 7 CFR 225.16 and 7 CFR 226.10
7. Reimbursement will be claimed for no more than one breakfast and one lunch per day served to each eligible participant in the National School Lunch Program and School Breakfast Program.
8. Reimbursement will be claimed only for those meals that meet the requirements set forth in this agreement's Section M., Meal Requirements.
9. Reimbursement will be claimed only for meals/snacks/milk served to eligible children.
10. Final claims for reimbursement will be submitted within 60 days following the close of the claim month. Claims received after the 60-day deadline cannot be reimbursed. However, KSDE's Director of Child Nutrition & Wellness can grant an exception to the 60-day rule once during each 36-month period. Requests for exceptions must be submitted in writing and include a corrective action plan.

Failure to submit accurate reimbursement claims will result in the recovery of an over-claim and may result in the withholding of payments, suspension or termination of this program as specified in 7CFR 210.24, 7 CFR 215.15, 7 CFR 220.18 and 7 CFR 226.10 as applicable.

11. If failure to submit accurate claims is the result of embezzlement, willful misapplication of funds, theft, or fraudulent activity, then the penalties specified in 7CFR 210.25, 7 CFR 215.16, 7 CFR 220.19 and 7 CFR 226.10 shall apply.

H. Record Keeping

The Sponsor agrees to:

1. Maintain full and accurate records of operations under this agreement, including those set forth in this section, to serve as a basis for claims for reimbursement.
2. Retain all such records for a period of five (5) years after the date of the final claim for reimbursement for the fiscal year to which they pertain. However, if audit or review findings have not been resolved, the records shall be retained as long as required for the resolution of the issues raised by the audit or review.
3. Maintain records of income receipts and expenditures in a manner that documents the nonprofit status of the food service program.
4. Upon request, make all accounts and records pertaining to the food service operation available to KSDE representatives for audit or review at a reasonable time and place.
5. Request and receive annual approval from KSDE prior to using alternate forms/records in place of those provided by KSDE. The Sponsor may request approval to use alternate forms at times other than during the annual program approval process.
6. Maintain accurate records of the following:
 - a. Meal/milk counts identified by program(s) and attendance center(s):
 - Daily number of meals/milks served to children by school and by type of meal
 - Daily number of paid meals/milks served to eligible children
 - Daily number of reduced price meals served to eligible children
 - Daily number of free meals/milks served to eligible children
 - Daily number of meals served to adults
 - b. Income identified by program and attendance centers from:
 - Children's payments for meals/milk
 - Federal reimbursement including Cash-in-lieu-of Commodities
 - State reimbursement
 - Other program sales/income
 - Non-program foods
 - Transfers from the Sponsor's General Fund or other funds
 - c. Expenditures identified by program and allocated to preparation centers (supported by invoices, receipts, or other evidence) for:
 - Food/milk
 - Direct labor
 - Equipment
 - Food service contractual services
 - Other direct program costs
 - Non-program foods
 - Indirect costs
 - d. Income and expenditures reconciled with the Food Service Fund account each month
 - e. Number of children in each school who are currently approved for reduced price or free benefits
 - f. Applications submitted by households for reduced price or free benefits
 - g. Value of all donations to program
 - h. Accountability records pertaining to receipt of Cash-in-lieu-of Commodities
 - i. Menu planning and food production records to document the menus served and quantities of food planned and served

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

I. Reduced Price and Free Policy

The Sponsor agrees to:

1. Provide reduced price or free benefits to enrolled children (a) who qualify based upon household size and income using the current federal Income Eligibility Guidelines or (b) who are directly certified or categorically eligible as defined in part B of this Agreement Addendum. The charge for reduced price meals shall not exceed 40 cents for lunch, 30 cents for breakfast and 15 cents for after school snacks.
2. Make no physical segregation of, nor any other discrimination against, any child because of his/her inability to pay the full price of the meal. The names of the children eligible to receive reduced price or free benefits shall not be published, posted, distributed or announced in any manner and there shall be no overt identification of any such children by use of special tokens or tickets or any other means. Further assurance is given that children eligible for reduced price or free benefits shall not be required to:
 - Work for their meals/milk
 - Use a separate food service area
 - Go through a separate serving line
 - Enter the food service area through a separate entrance
 - Consume meals/milk at a different time
 - Eat a meal different from the one sold to children paying the full price

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

3. Prohibit the denial of paid, reduced price or free benefits as a disciplinary action to all students in attendance at participating schools.
4. Assure that the reduced price and free benefit eligibility status of all students will be maintained in a confidential manner and will be accessible to only persons who have direct administrative or enforcement responsibility in the food service program, Federal education programs, State health or education programs or Federal, State or local means-tested nutrition programs with eligibility standards comparable to the National School Lunch Program.
5. Agrees to avoid any policy or practice that has the effect of overtly identifying eligible children in the sale of competitive foods. If competitive foods are sold, the sale of competitive foods will not inadvertently result in eligible children being identified. Ways to limit overt identification related to the sale of competitive foods include:
 - Limit competitive foods to those also offered as part of reimbursable meals on the reimbursable meals lines;
 - Offer competitive foods on the same lines as reimbursable meals are offered; or
 - Only allow competitive foods to be purchased with a pre-paid card.

6. The Letter to Household must be distributed to the households of children attending the school. This letter tells families which Child Nutrition Programs are available and notifies households that meals may be available free or at a reduced price. All Sponsors must be able to provide households with paper applications and instructions (Application Packet for Free and Reduced Price School Meals) for meals and for Special Milk Only. The Letter to Household may be distributed by the postal service, emailed to the parent/guardian or included in the information packet provided to students.
7. Letters and applications cannot be sent home at the end of the school year for the next year, nor can the sponsor begin accepting and processing applications before July 1; except that year-round schools operating from July 1 through June 30 may distribute these materials in June.
8. The letter and application described in item 6 above cannot be distributed to households before July 1.
9. If the sponsor uses paper applications, an application form and instructions **must** be included with the letter to households.
10. If the sponsor uses a computer or web-based system to process applications, the letter must inform the household how to access the system in order to apply for benefits. In addition, the letter **must** explain to the household how to obtain and submit a paper application. This may be done by including a telephone number or a form to return requesting that an application be sent.
11. Publicly announce any changes in Child Nutrition Program eligibility criteria in the same manner used at the beginning of the school year.
12. Maintain such applications and documentation of action taken for five (5) years after the end of the fiscal year to which they pertain.
13. Allow applications for reduced price or free benefits to be submitted at any time during the year. Any parent/guardian enrolling a child in a school at any time during the year shall be supplied with the application documents. If a child transfers from one school to another under the jurisdiction of the same Sponsor, the eligibility for reduced price or free benefits shall be transferred to and honored by the receiving school.
14. Obtain a copy of the application from the transferring Sponsor or require a new application for reduced price or free benefits to be completed and make a new eligibility determination for any student transferring from another Sponsor.
15. Provide the same benefits to all children found to be income eligible on a household's application for reduced price or free benefits. Within ten (10) working days of the receipt of the application, notify the parent/guardian individually of the approval or denial of the application. Provide reduced price or free benefits immediately to children upon determination of their eligibility.
16. Use approved applications from the prior year to establish student eligibility for up to 30 operating days of the current school year. A new eligibility determination in the current school year supersedes the carry-over eligibility. This policy applies to those students eligible based on direct certification or categorical and income eligible applications.
17. Comply with the provisions for direct certification in Section J. of this agreement for all students certified eligible for free meals through the direct certification process.
18. Designate a determining official to review applications, determine eligibility, and to sign and date applications.
19. Designate a confirming official to review and confirm eligibility determinations made by the determining official on applications selected for verification.
20. Designate an independent individual or entity that did not make the original eligibility determination to conduct a second review of applications if required due to a high level of or high risk for administrative error as determined by KSDE.

21. Designate a hearing official who shall not be involved in the original eligibility determination.
22. Inform parents/guardians in writing when an application is denied, of the reason for denial and about the hearing procedure.
23. During appeals and hearings the children shall continue to receive reduced price or free benefits.
24. Provide an opportunity for the parent/guardian or Sponsor to request an informal conference prior to initiating the formal hearing procedure. The conference shall be used to discuss the situation, present information, obtain an explanation of data submitted in the application and of decisions rendered. Such a conference shall not in any way prejudice or diminish the right to a fair hearing.
25. Develop a formal hearing procedure that provides:
 - a. A publicly announced, simple method for making an oral or written request for a hearing.
 - b. An opportunity to be assisted or represented by an attorney or other person.
 - c. An opportunity to examine, prior to and during the hearing, the documents and records presented to support the decision under appeal.
 - d. Reasonable promptness and convenience in scheduling a hearing and adequate notice as to the time and place of the hearing.
 - e. An opportunity to present oral or documentary evidence and arguments supporting the presenter's position.
 - f. An opportunity to question or refute any testimony or other evidence and to confront and cross-examine any adverse witnesses.
 - g. A hearing official, who did not participate in the decision under appeal, to conduct hearings and make a decision.
 - h. That the decision of the hearing official is based on USDA eligibility guidelines, and that the oral and documentary evidence is presented at the hearing and made a part of the hearing record.
 - i. That the decision of the hearing official is binding.
 - j. That the parties concerned and any designated representatives thereof will be notified in writing within five (5) days of the decision of the hearing official.
 - k. That for each hearing an accurate written record will be prepared, including (1) the decision under appeal, (2) any documentary evidence and a summary of any oral testimony presented at the hearing, (3) the decision of the hearing official and the reasons therefore, and (4) a copy of the notification to the parties concerned of the hearing official's decision.
 - l. That such written record shall be preserved for a period of five (5) years and shall be available for examination by the parties concerned or their representatives at any reasonable time and place during such period.
26. Notify households of the eligibility determination for reduced price or free benefits and include all information as printed in Notification of Eligibility Determination.
27. Verify the eligibility status of reduced price and free benefit recipients in accordance with provisions set forth in 7CFR Part 245 and to use forms prescribed by KSDE.
28. Develop procedures to ensure to the maximum extent practicable, that the sale of competitive foods and the method of payment do not inadvertently result in children being identified by their peers as receiving free or reduced price meal benefits.
29. Ensure there are no barriers for participation in Child Nutrition Programs for Limited English Proficient families. Sponsors are required to communicate with parents and guardians in a language they can understand throughout certification and verification processes.
30. Provide KSDE with a list of all elementary schools under its jurisdiction in which 50 percent or more of enrolled children have been determined eligible for reduced price or free meals as of September 20 of each year. The KSDE Principal's Building Report will be used to collect this information from public schools and KSDE will provide private schools with an alternative reporting mechanism.
31. Provide information on the boundaries of the attendance areas for the elementary schools identified as having 50 percent or more of enrolled children certified eligible for reduced price or free benefits, upon the request of a sponsoring organization of day care homes in the Child and Adult Care Food Program (CACFP).

32. A foster child is categorically eligible for free meals and may be included as a member of the foster family if the foster family chooses to also apply for benefits for other children. Foster care children can be included as household members and help other children in the household qualify for free or reduced price meals. If the foster family is not eligible for free or reduced price meal benefits, it does not prevent a foster child from receiving free meal benefits.
33. Households with children who are categorically eligible through Migrant, Homeless, Head Start and Runaway Programs should contact the school for assistance in receiving benefits and mark the relevant box on the application to indicate their status.

J. Direct Certification for Child Nutrition Program Free Benefits

The Sponsor agrees to:

1. Designate staff to complete activities associated with the direct certification process.
2. Assure KSDE that the information received about directly certified students shall be kept confidential and shall be used only for determining eligibility for Child Nutrition Program free benefits or for optional benefits for which the child's parent/guardian has specifically waived confidentiality.
3. Access the Direct Certification electronic files and/or reports available in KN-CLAIM and:
 - Use the electronic file and/or report of matched students to approve these students for free benefits.
 - Use the individual student look-up feature to certify any student who was not automatically matched but whose parent/guardian provides a Food Assistance/TAF case number.
4. Provide all households of directly certified students with written notification (Letter to Households about Direct Certification) that these students are eligible for free meal benefits; that no further application is required; and that they may decline these benefits if they choose. Maintain a file of these notification letters.
5. Maintain full and accurate records of direct certification procedures and activities, including the KN-CLAIM information and certification letters from KSDE and retain such records for a period of five (5) years after the current year or as long as required to resolve audit or review issues.

K. Civil Rights

The Sponsor agrees to:

1. "The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement." "By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant."
2. Comply with U.S. Department of Agriculture, Food and Nutrition Service Civil Rights Instruction 113-1 and the Kansas Act Against Discrimination and rules and regulations implementing the same to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity of the Sponsor to which assistance is provided by KSDE. Compile data, maintain

records and submit reports, as required, to permit effective enforcement of the civil rights and nondiscrimination laws and permit authorized State and Federal personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. In the case of any compliance violations, KSDE or the State of Kansas shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sponsor and its successors, transferees and assignees, as long as they receive assistance or retain possession of any assistance from KSDE.

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

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

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

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

(1) mail

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

(2) fax:

(833) 256-1665 or (202) 690-7442; or

(3) email:

program.intake@usda.gov

This institution is an equal opportunity provider.

4. Apply this civil rights provision to admission and recruitment policies.
5. Comply with the USDA's regulations regarding nondiscrimination in employment (7CFR Parts 15, 15a, and 15b; 7CFR Parts 210.9(b), 210.9(b)(11), 215.7(d), 215.7(d)(3), 220.7(e) and 220.7(e)(15)).
6. When a complaint of discrimination is received or to file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

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

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

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

This institution is an equal opportunity provider.

7. Provide Civil Rights training to all individuals identified as directly involved in the Child Nutrition Program and submit documentation to KSDE on an annual basis as a part of program renewal.
8. Make modifications to accommodate disabilities in child nutrition programs (SP 59-2016, SP 26-2017). Sponsors must work with school food service staff to implement procedures for parents or guardians to request modifications to meal service for children with disabilities and to resolve grievances (7CFR 15b.25 and 15b.6(b)).
9. Sponsors that employ 15 or more individuals must designate at least one person (often referred to as the Section 504 Coordinator) to coordinate compliance with disability requirements (7 CFR 15b.6).
10. Sponsors must obtain a written medical statement from a State licensed medical authority in order to receive reimbursement for meal modifications when the modified meal does not meet Program meal pattern requirements (7 CFR 210.10). Schools may receive reimbursement for a meal modification request without a medical statement when the accommodation can be made within the Program meal pattern.
11. Meal modifications to accommodate a food preference or for religious, ethnic, moral, or other reasons may be reimbursed provided these meals adhere to the standards found in Program regulations (7 CFR 210.10 (m)(3)).
12. Sponsors are required to take reasonable steps to ensure meaningful access to their programs and activities by persons with Limited English Proficiency (LEP). Failure to do so could be discrimination on the basis of national origin.

L. Menu Planning Requirements

The Sponsor agrees that:

1. All participating schools must follow the Nutrition Standards for School Meals meal pattern requirements. For specific information, refer to Food Service Facts, Chapter 16.
 - All of Sponsor's staff who plan menus and maintain production records will attend KSDE required training.
 - Sponsor's staff will provide KSDE staff with sufficient information to evaluate each menu's contribution to the required calorie and nutrition standards.
 - Sponsor's staff shall maintain food production records. Production records document required number of food components and food or menu items offered on a given day.
2. All schools that serve Pre-K students or cater meals for local day care centers must follow the Child and Adult Care Food Program meal patterns for children 0-5 years old as set forth in the Child and Adult Care Food Program: Meal Pattern Revisions Related to the Healthy Hunger-Free Kids Act of 2010 Final Rule unless co-mingled. "Offer vs Serve" is not an option for this age group unless co-mingled.

N. Meal Requirements

The Sponsor agrees that:

1. All breakfasts served to children in Kindergarten and older shall, at a minimum, meet the nutrition standards and the appropriate level of calories for established age/grade groups as set forth in 7CFR Part 220. Compliance shall be determined by averaging nutritional information for breakfasts offered over a period of a school week.
2. All lunches served to children in Kindergarten and older shall, at a minimum, meet the nutrition standards and the appropriate level of calories for established age/grade groups as set forth in 7CFR Part 210. Compliance shall be determined by averaging nutritional information for lunches offered over a period of a school week.
3. All meals and snacks served to Pre-K children 0 to 5 years of age shall at a minimum meet the Child and Adult Care Food Program meal patterns set forth in the Child and Adult Care Food Program: Meal Pattern Revisions Related to the Healthy, Hunger-Free Kids Act of 2010 Final Rule unless co-mingled. “Offer versus Serve” is not an option for the Pre-K age group unless co-mingled.
4. Water must be available during meal service to children at no charge in the place where lunch meals are served and when breakfast is served in the cafeteria.
5. Meals will be priced as a unit.
6. KSDE will be notified in the event of a natural disaster or other emergency condition which prevents a school from temporarily obtaining delivery of a food component or menu item. Under these circumstances, KSDE may approve reimbursement for meals that do not meet the requirements in this section.
7. Substitutions in foods specified in 7CFR Part 210 and Part 220 shall be made for students who have a disability and whose disability restricts their diet. However, such substitutions shall be made on a case-by-case basis only when supported by a statement of the need for substitutions from a licensed medical authority that includes recommended alternate foods.
8. Milk substitutions may be made for those students not having a disability but are limited to lactose free milk or non-dairy beverages that meet USDA substitution criteria (nutritionally equivalent to cow's milk).

O. Offer vs Serve

The Sponsor agrees that:

1. Students in each school approved to “offer” menu items under the “offer versus serve” provision will be taught how to select menu/food items to assemble a reimbursable meal.
2. In each school participating in the School Breakfast Program that is approved to “offer” rather than “serve” menu items:
 - Students will be offered a complete breakfast as required under 7CFR Part 220.
 - The Nutrition Standards for School Meals Menu Planning system will be used and the guidance provided in Chapter 16 of Food Service Facts will be followed.
 - A student's decision to decline a menu item shall not affect the charge for the breakfast.
3. In each school participating in the National School Lunch Program that is approved to “offer” rather than “serve” menu items:
 - Students will be offered a complete lunch as required under 7CFR Part 210.
 - The Nutrition Standards for School Meals Menu Planning system will be used and the guidance provided in Chapter 16 of Food Service Facts will be followed.
 - A student's decision to decline a menu item shall not affect the charge for the lunch.
4. Offer vs Serve is not an option for the Pre-K 0-5 year old age group following the Child and Adult Care Food Program meal pattern.

P. Professional Standards Rule

The Sponsor agrees that:

1. All new and current employees including Authorized Representatives will meet minimum continuing education standards as specified in the Professional Standards Final Rule at <http://www.fns.usda.gov/school-meals/professional-standards>. All training taken must be in the key areas of nutrition, operations, administration and/or communications/marketing. USDA may require specific training to address Program integrity and other critical issues. Supporting documentation for all completed trainings must be maintained on file.
2. A Food Service Director advertised for and hired after July 1, 2015 must meet the hiring standards based upon the school district size as specified in the Professional Standards Final Rule and the Hiring Flexibility Under Professional Standards Final Rule. New Food Service Directors are also required to have eight hours food safety training either not more than five years prior to their starting date or completed within 30 days of the employee's start date.

Q. Afterschool Snack Program Requirements

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

1. Accept full responsibility for meeting all Afterschool Snack Program requirements.
2. Identify on the Site Application each serving site that will participate in the Afterschool Snack Program.
3. Conduct an after school care program that provides education or enrichment activities in an organized, structured and supervised environment for enrolled students.
4. Maintain documentation of program eligibility by one of the following two methods:
 - a. **Individual eligibility** of students participating in the Afterschool Snack Program based on their individual eligibility status for Child Nutrition Program benefits, or
 - b. **Site eligibility** based on the Afterschool Snack Program site's location in the attendance area of a school (elementary, middle, junior high, or high) in which at least 50 percent of the enrolled students are approved for Child Nutrition Program reduced price or free benefits.
5. Maintain records of:
 - Each student's attendance on a daily basis (e.g. a list, roster, sign-in sheet).
 - Daily and monthly snack counts taken at the point of service. Report to KSDE on a monthly basis the number of reimbursable snacks served to enrolled students.
 - Menus and production records to document compliance with meal pattern requirements.
 - On-site reviews of the program site conducted by the Sponsor twice per year including a review made during the first four weeks of operation each school year.
6. Claim reimbursement for only:
 - Snacks served to eligible participants (i.e. enrolled students from birth to age 18, or enrolled students of any age who are mentally or physically disabled).
 - One snack per day per eligible participant.
 - Snacks that consist of at least two of the four meal components served in the required amounts: meat/meat alternate, fruit/vegetable, grain/bread, and fluid milk.
 - Snacks served in approved after school care programs on days when school is in session.

R. Child and Adult Food Program Requirements

If the Sponsor participates in the Child & Adult Care Food Program (At-Risk Afterschool Meals, Pre-K Snacks and/or Pre-K Meals), the Sponsor agrees to:

1. Accept full responsibility for meeting all Child and Adult Food Program Requirements (7CFR Part 226).
2. Identify on the CACFP Site Application(s) each site participating.

3. For At-Risk Afterschool Meals, obtain documentation indicating that each school that will be offering after school meals through CACFP offers educational or enrichment activities and is a school where at least 50 percent of the children are eligible for free or reduced price school meals or is located in the attendance area of an eligible school as required by 7 CFR 226.17a(a). Sites will be identified and documentation provided on the KN-CLAIM site application.
4. Certify that during the last 7 years, the Sponsor and the individual responsible for the food service have not been declared ineligible to participate in any other publicly funded program by reason of violating that program's requirements or provide documentation that it was later reinstated or determined eligible for the program or convicted of any activity that indicated a lack of business integrity.
5. Attend CACFP Administrative training annually.
6. For At-Risk Afterschool Meals, document service of one meal and/or snack in the program operated after school or on days that school is not in session. Follow the meal pattern requirements for CACFP [7 CFR 226.20(o)] or NSLP meals [7 CFR 210.10(a)(1)(i)].
7. Claim Reimbursement only for meals served to eligible enrolled participants in each income category within the limits of the license issued by the Kansas Department of Health and Environment or appropriate federal authority. No more than 2 meals and 1 snack or 2 snacks and 1 meal per participant shall be claimed. For At-Risk, 1 meal and 1 snack may be claimed.
8. Abide by all of the requirements for procurement found in 7 CFR 210.21 in lieu of CACFP procurement standards at 7 CFR 226.22. Disburse all Child Nutrition Program reimbursements to pay expenses related to Child Nutrition Programs without the requirement to allocate programs separately. Charge indirect costs appropriately to the nonprofit school food service account.
9. Maintain full and accurate records regarding its food service to serve as a basis for the claim for reimbursement and for audit and review purposes. The records to be kept include the following:
 - Menus and production records to document compliance with meal pattern requirements
 - Daily Attendance Records
 - Daily counts of the number of meals served to enrolled children taken at the point of service
 - Program Income (receipts)
 - Program Expenditures
 - Enrollment Forms which are current and complete with ethnic/racial data
 - Annual certification documents and management plan
 - Applicable Income Eligibility Forms
10. Operate in accordance with guidance provided in the CACFP Administrative Handbook and Monthly Updates available at <https://cnw.ksde.org>.

S. Special Milk Program Requirements

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

1. Accept full responsibility for meeting all Special Milk Program requirements.
2. Make maximum use of the reimbursement payments to reduce the price of the milk served to children as a means of encouraging milk consumption.
3. Report the "cost of milk" to KSDE, which shall be the average purchase price per half-pint unit paid by the Sponsor to the milk supplier for milk delivered to the school or child care institution. This shall not include any amount paid to the milk supplier for servicing, rental or installment purchase of milk service equipment.
4. Use forms and instructions provided by KSDE to maintain complete and accurate records of Special Milk usage, program income and expenditures.

S. Fresh Fruit and Vegetable Program Requirements

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

1. Use FFVP funds only for the purposes authorized by Section 19 of the Richard B. Russell National School Lunch Act.
2. Abide by all of the requirements for administering the FFVP as stated in Section 19 of the Richard B. Russell National School Lunch Act.
3. Provide funds to the school(s) selected to participate under its jurisdiction for the service of approved fresh fruits and vegetables in accordance with local, State, and Federal regulations and requirement.
4. Implement the program in accordance with the plan outlined in the signed School Application for the Fresh Fruit and Vegetable Program and the Fresh Fruit and Vegetable Program Handbook.
5. Participate in FFVP training annually as offered by KSDE, Child Nutrition & Wellness.

T. Summer Food Service Program or Seamless Summer Option Requirements

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

1. Accept full responsibility for meeting all Summer Food Service Program or Seamless Summer requirements (7 CFR Part 225, 7 CFR Part 210, SP 09-2017).
2. Identify on the Summer Site Applications each serving site that will participate in the Summer Food Service Program or on the SNP Site Application for Seamless Summer.
3. Conduct a summer food service program that provides meals to children when school is not in session.
4. Qualify each serving site by one of the following methods:
 - **Area eligibility** documenting more than 50% of students in a school or census area are eligible for reduced price and/or free meals, or
 - **Enrolled eligibility** based on the eligibility of reduced price or free meals of the students participating in the summer food service program at the site, or
 - **Residential Camp** based on the eligibility of individual participants.
5. Maintain records of:
 - Daily participation meal counts taken at the point of service. Report to KSDE on a monthly basis the number of reimbursable meals served to children.
 - Menus and production records to document compliance with meal pattern requirements.
 - Notification of the local health department
 - Site visits and site reviews conducted by the Sponsor
 - Training completed by all administrative and site personnel
 - Ethnic/racial participation
 - Administrative and operational costs
6. Claim reimbursement for:
 - Allowable meals (breakfast, snack, lunch, supper) that meet requirements served to children from the ages of 1 thru 18
 - Second complete meals up to 2% of the total first meals for the SFSP and up to 2% of second complete breakfast meals only for SSO.
7. Use forms and instructions provided by KSDE in Food Service Facts to maintain complete and accurate records of Summer Food Service Program or Seamless Summer Option activity.
8. Promote the Summer Food Service Program at all program sites.

U. Residential Child Care Institution (RCCI) Requirements

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

1. When the RCCI serves only resident children, the Sponsor:
 - Shall not complete forms or provisions related to applications for free meal benefits.
 - Shall comply with all other provisions of this agreement.
 - Shall provide documentation to support that each resident is eligible for free meals based on the individual resident's personal use income.
2. When the RCCI serves both day students and resident children:
 - For resident children, the Sponsor shall comply with the requirements of this agreement stated in Section U. 1.
 - For day students, the Sponsor shall comply with all provisions of this agreement including those related to applications for reduced price and free meal benefits and verification.

V. Provision 2

The Sponsor agrees to:

1. Indicate on each Site Application if the school will participate in Provision 2 and specify the Base School Year for the site (i.e. the first year of a four-year Provision 2 cycle).
2. Serve free meals to all students, enrolled in a school participating in Provision 2 for a four-year period regardless of their eligibility for CNP benefits.
3. Pay the difference between the cost of providing the meal and the total reimbursement received for each student meal using funds other than State reimbursement, Federal reimbursement or student payments.
4. Distribute letters and applications for reduced price or free CNP benefits to households of all enrolled students prior to or at the beginning of the Base School Year and determine eligibility of applicants. Households need not be notified of the eligibility determination.
5. Account daily during the Base School Year for student lunches and breakfasts served by eligibility category and establish monthly claiming percentages for paid, reduced price and free lunches, breakfasts and after school snacks.
6. Apply the monthly claiming percentages from the Base School Year to the corresponding monthly total meal count for lunches, breakfasts, and after school snacks served during the second, third and fourth consecutive school years.
7. Establish procedures during the second, third and fourth consecutive school years to count student meals served at the point of service, and maintain daily meal counts of total lunches, breakfasts and snacks served to students. Daily meal counts by income category are not required in the second, third and fourth consecutive school years.
8. Establish a new Base School Year (i.e. determine new claiming percentages based on actual counts of meals served in each income eligibility category) if applications for CNP Benefits are collected in the second, third or fourth consecutive school years.
9. Notify parents if the Sponsor chooses to discontinue Provision 2 and return to the standard CNP Reduced Price and Free Policy in the second, third or fourth consecutive school year following the Base School Year.
10. Complete verification requirements once during the four-year Provision 2 cycle.

W. Community Eligibility Provision

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

1. Indicate on the Sponsor Application if the Sponsor, a school or a group of schools will participate in the Community Eligibility Provision and complete the Community Eligibility Application in KN-CLAIM prior to June 30. To be eligible, the Sponsor and/or schools must meet a minimum level (40%) of identified students for free meals in the year prior to implementing the Community Eligibility Provision.
2. Serve free breakfast and lunch meals to all students, enrolled in a school participating in Community Eligibility Provision regardless of their eligibility for CNP benefits.
3. Not collect free and reduced price applications from households in participating schools
4. Cover the difference between the cost of providing the meals and the total reimbursement received for each student meal using non-Federal funds.
5. Reimbursement is based on claiming percentages derived from the identified student percentages. Schools apply the claiming percentages to the total number of lunch and the total number of breakfast meals served to determine the number of meals claimed at the free and paid rates.
6. The claiming percentages established for a school in the first year may be used for a period of four school years and may be increased each year if the identified student percentages rise for the Sponsor and/or school.
7. The percentage of identified students is multiplied by a factor of 1.6 to determine the total percentage of meals reimbursed at the Federal free reimbursement rate (The percentage derived from this calculation must not exceed 100 percent). The remaining percentage of meals, equaling up to 100 percent, is reimbursed at the Federal paid reimbursement rate.

X. Smart Snacks in Schools Rule

The Sponsor agrees to:

1. Implement Section 10 of the Child Nutrition Act of 1966, 42 USC 1779, as amended by the Healthy, Hunger-Free Kids Act of 2010 which requires that all food sold outside of the school meal program, on the school campus and at any time during the school day must meet the nutrition standards set forth in the Final Rule titled "National School Lunch Program and School Breakfast Program: Nutrition Standards for All Foods Sold in School as Required by the Healthy, Hunger-Free Kids Act of 2010."
2. Follow the exempt fundraiser frequency established by the Kansas State Board of Education. "One exempt fundraiser per school organization per semester that does not meet the Nutrition Standards for All Foods Sold in School during the school day (midnight before to 30 minutes after the end of the school day) on school grounds will be allowed. An organization is defined as a school group that is approved by the local board of education. Length of the organization's exempt fundraiser cannot exceed 2 days." Exempted fundraiser foods or beverages may not be sold in competition with school meals in the food serving area during meal service. There is no frequency or time limit on fundraisers during which food or beverage items that meet the nutrition standards are sold; nor are there any limits on non-food fundraiser activities.
3. Proceeds from the sale of all competitive foods must accrue to the food service fund, to the school, or to approved student organizations.
4. Maintain records such as receipts, nutrition labels and product specifications. Food service maintains records for competitive foods sold under the nonprofit school food service account. The Local Educational Agency maintains records for all other competitive food sales.

Y. Wellness Policy Requirements

The Sponsor agrees to:

1. Implement a local school wellness policy that at a minimum:
 - Includes specific goals for nutrition, nutrition promotion and education, physical activity and other school-based activities that are designed to promote student wellness (7 CFR 210.31(c)(1);
 - Includes standards and nutrition guidelines for all foods and beverages sold on the school campus during the school day that are at a minimum, consistent with Federal regulations for program meals and Smart Snacks in School nutrition standards and designed to promote student health and reduce childhood obesity (7 CFR 210.31(c)(2) and(3);
 - Includes standards and nutrition guidelines for all foods and beverages available, but not sold to students on the school campus during the school day (for example classroom parties or rewards). These standards and nutrition guidelines are not required to be consistent with Smart Snacks standards and the Sponsor has the discretion to adopt standards that are consistent with Federal school meals and Smart Snacks nutrition standards or to adopt more or less stringent standards.
 - Includes policies that allow marketing or advertising of only those foods and beverages that may be sold on the school campus during the school day, i.e., those foods and beverages that meet the Smart Snacks in School nutrition standards (7 CFR 210.31(c)(3)(iii);
 - Establishes a plan for measuring implementation of the local wellness policy, including designation of one or more persons at the Sponsor-level or at each school, charged with operational responsibility for ensuring that the school complies with the local wellness policy; and
 - Involves parents, students, representatives of the school nutrition program, teachers of physical education, school health professionals, the school board, school administrators and the public in the development, implementation and evaluation of the local wellness policy.
2. Review and consider evidence-based strategies in determining local school wellness goals (7 CFR 210.31(c)(1).
3. Involve, inform, and update the public (including parents, students, and other stakeholders) about the content and implementation of the local school wellness policy (7 CFR 210.31(d)(2) and (3);
4. Conduct an assessment annually by updating the Sponsor's status in relation to the Kansas School Wellness Policy Model Guidelines in KSDE's online Wellness Impact Tool, to determine compliance, progress, and the extent to which the policy compares to model local school wellness policies (7 CFR 210.31(e)(2);
5. Designate a Wellness Policy Contact person on the Sponsor Application and enter the Wellness Policy Chair and committee members' names in the Wellness Impact Tool. The Sponsor must designate at least one LEA or school official(s) as responsible for determining the extent to which each school under their jurisdiction is in compliance with their wellness policies (7 CFR 210.31(e)(1).
6. Update or modify the local school wellness policy as appropriate (7 CFR 210.31(e)(3). Maintain on file for review or audit records of wellness policy implementation plans and progress.

Z. Contractual Provisions Attachment

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right,

at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

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

Signatures on Behalf of Sponsor

John Wiese

Type Name of Board President

Tracy Johnson, RD, Nutrition Service Director

Type Name and Title of Authorized Representative

Board President

Date

Authorized Representative

Date

Signatures on Behalf of KSDE

Commissioner of Education

Date

Director, Child Nutrition & Wellness

Date

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Roxie Schafer, Director of Technology
DATE: July 2nd, 2024
RE: Technology Items Sold

ISSUE:

The Technology Department has sold items that no longer work or are of no value to the district

BACKGROUND:

Please find below a list of items that no longer work or are of no value to Garden City Public Schools. These items have been sold by the Technology Department. If needed, replacements have been purchased.

1. 46 Device Charging Carts
2. 4 Hot Boxes
3. 48 Cricket phones
4. 110 3rd gen Apple TVs
5. 9 iPod Nanos
6. 144 M700 Desktops
7. 72 M710 Desktops
8. 172 L560 Laptops
9. 69 L540 Laptops
10. 88 Yoga 11e Laptops
11. 1 Cisco Catalyst 6509 Switch

ALTERNATIVES:

No other alternatives are applicable

RECOMMENDATION:

No recommendations are applicable

FISCAL NOTE:

\$11,230 was made by selling these devices for Technology and \$250 for Nutrition Services

ATTACHMENTS:

None

Board of Education Meeting Dates and Starting Times 2024-2025

July 8	Monday	6:00 p.m.	December 19 (Payables)	Thursday	5:00 p.m.
July 17 (Board Retreat)	Wednesday	5:00 p.m.	January 6	Monday	6:00 p.m.
July 22	Monday	6:00 p.m.	February 3	Monday	6:00 p.m.
August 5	Monday	6:00 p.m.	February 17	Monday	6:00 p.m.
August 19	Monday	6:00 p.m.	March 3	Monday	6:00 p.m.
September 9	Monday		March 27 (Payables)	Thursday	5:00 p.m.
	RNR Hearing	6:00 p.m.			
	Budget Hearing	6:05 p.m.	April 7	Monday	6:00 p.m.
	Regular Meeting	6:10 p.m.	April 24 (Payables)	Thursday	5:00 p.m.
September 26 (Payables)	Thursday	5:00 p.m.	May 5	Monday	6:00 p.m.
October 7	Monday	6:00 p.m.	May 19	Monday	6:00 p.m.
October 21	Monday	6:00 p.m.	June 2	Monday	6:00 p.m.
November 4	Monday	6:00 p.m.	June 19 (Payables)	Thursday	5:00 p.m.
December 2	Monday	6:00 p.m.			



**RESOLUTION WAIVING REQUIREMENTS FOR
GENERALLY ACCEPTED ACCOUNTING PRINCIPLES**

WHEREAS Unified School District No. 457, Garden City, Kansas, has determined that the financial statements and financial reports for the year ended June 30, 2024, to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the Board of Education or the members of the general public of Unified School District No. 457, Garden City, Kansas, and

WHEREAS there are no revenue bond ordinances or other ordinances or resolutions of Unified School District No. 457 which require financial statements and financial reports to be prepared in conformity with K.S.A. 75-1120a(a) for the year ended June 30, 2024.

NOW, THEREFORE BE IT RESOLVED, by the Board of Education of Unified School District No. 457, Garden City, Kansas, in regular meeting duly assembled this 8th day of July, 2024, that the Board of Education requests the Director of Accounts and Reports to waive the requirements of K.S.A. 75-1120a(a) as they apply to Unified School District No. 457, Garden City, Kansas, for the year ended June 30, 2025.

BE IT FURTHER RESOLVED that the Board of Education shall cause the financial statements and financial reports of Unified School District No. 457, Garden City, Kansas, to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

President, Board of Education

Attest: _____
Jennifer Ramos, Board Clerk

Principals, Associate Principals & Attendance Officers Garden City U.S.D. #457 (2024-25)

HIGH SCHOOL

Garden City High School	2720 Buffalo Way Blvd	805-5400
Principal	Steve Nordby	
Lead Associate Principal	Ryan Meng	
Associate Principal/ Activity Director.....	Matthew Bayer	
Associate Principal	Melissa Riggle	
Associate Principal	Dr. Virginia Duncan	
Associate Principal	Whitney Linenberger	
Admin Intern.....	Amy Cosper	

GC ACHIEVE.....	1312 N. 7th St.	805-8600
Principal	Lucas Sullivan	

VIRTUAL ACADEMY	1312 N. 7 th St.....	805-8615
Principal	Kathleen Moorman	

MIDDLE SCHOOLS

Horace J. Good Middle School.....	1412 N. Main St.....	805-8100
Principal	Brad Springston	
Admin Intern.....	Amber Potts	
Athletic Admin Intern	Violet Johnson	
Kenneth Henderson Middle School	2406 North Fleming	805-8500
Principal	Jarrold Stoppel	
Associate Principal	Macy Younger (.5)	

INTERMEDIATE CENTERS

Bernadine Sitts Intermediate Center	3101 N. Belmont Place	805-8200
Principal	Bradley Hill	
Admin Intern.....	Brittany Kuhlman (.5)	
Charles O. Stones Intermediate Center.....	401 N. Jennie Barker Road	805-8300
Principal	Andrew Lee	
Admin Intern.....	Brittany Kuhlman (.5)	

ELEMENTARY SCHOOLS

Abe Hubert.....	1205 A St.	P - Karen Murrell/ Admin Intern - Julisa Flores (.5).....	805-8400
Alta Brown.....	1110 E. Pine	P - Julie Koerperich/ Admin Intern - Julisa Flores (.5) ..	805-7200
Buffalo Jones	708 N. Taylor.....	P - Benjamin Luna	805-7300
Edith Scheuerman.....	1901 Wilcox	P - Brandy Ochs	805-7350
Florence Wilson.....	1709 Labrador	P - Jill Reagle / Admin Intern - Justin Reich (.5).....	805-7400
Garfield ECC.....	121 W. Walnut	P - Andrea Baker / AP Melanie Garrison (.5)	805-7500
Georgia Matthews.....	111 E. Johnson.....	P - Bryan Kott.....	805-7550
Gertrude Walker	805 W. Fair.....	P - David DeLoach	805-7600
Jennie Barker.....	5585 N. Jennie Barker	P - Matthew Horney 805-7700	
Jennie Wilson	1401 E. Harding	P - Adriana Caro	805-7750
Plymell.....	20 W. Plymell Road.....	P - Suzette Goldsby-Lewis	805-7800
Victor Ornelas.....	3401 E. Spruce.....	P - Tracy Leiker / Admin Intern - Justin Reich (.5)	805-7900

YOUTH (ATTENDANCE) OFFICERS

Elementary Youth Officer -Betty Chavez-Morales - (Office at Georgia Matthews Elementary)	805-7556
Intermediate and Middle School Youth Officer - John Arellano - (Office at CSIC).....	805-8300
Secondary Youth Officer - Olga Barrios - (Office at GCHS)	805-5527



Resolution to Establish Petty Cash Fund

WHEREAS, the Board of Education of Unified School District No. 457, Finney County, Kansas, has determined that the creation of a petty cash fund is an efficient method to pay expenses for school district purposes in emergencies;

WHEREAS, Kansas law authorizes the establishment of petty cash funds;

NOW THEREFORE, BE IT RESOLVED, by the Board of Education of Unified School District No. 457, Finney County, Kansas, that a petty cash fund designated as the Transportation Department Building Petty Cash Fund is created for the purpose of receiving and expending funds for needed district expenditures in an emergency. The fund shall be in the amount of \$250.00.

The fund shall be administered by the financial officer. The financial officer or designee shall keep a record of all receipts and expenditures of the fund and shall prepare and file with the Board a statement showing all receipts, expenditures and balance at the end of each school year. An itemized receipt shall be maintained for each expenditure. Any person authorized to administer a petty cash fund shall be bonded by the school district.

Upon proper report to the board, the petty cash fund shall be replenished by payment from the appropriate fund of the school district.

The petty cash fund shall not be loaned or advanced against the salary of any employee.

Funds in the petty cash fund shall remain district funds but shall not be considered school money for purposes of K.S.A. 72-1136 and the provisions of K.S.A. 12-105b shall not apply.

ADOPTED by the Board of Education of Unified School District No. 457, Finney County, Kansas, the 8th day of July, 2024.

President, Board of Education

Attest: _____
Jennifer Ramos, Board Clerk

**RESOLUTION TO ESTABLISH AN ACTIVITY FUND**

WHEREAS, the Board of Education of Unified School District No. 457, Finney County, Kansas, has determined that the creation of an activity fund is an efficient method to pay expenses for student activities; and

WHEREAS, Kansas law authorizes the establishment of school activity funds;

THEREFORE, BE IT RESOLVED, by the Board of Education of Unified School District No. 457, Finney County, Kansas, that an activity fund designated as the Student Activities Fund is created for the purpose of receiving and expending funds for student activities including athletics, music, forensics, dramatics and other board approved student extra curricular activities.

The fund shall be administered by the Financial Officer or designee. The Financial Officer or designee shall keep a record of all receipts and expenditures of the fund and shall prepare and file with the Board a statement showing all receipts, expenditures and balance at the end of each month and at the end of each school year. Any person authorized to administer an activity fund shall be bonded by the school district.

Funds in the activity fund shall remain district funds but shall not be considered school money for purposes of K.S.A. 72-1136 and the provisions of K.S.A. 12-105(b) shall not apply.

Adopted this 8th day of July, 2024, by the Board of Education of Unified School District No. 457, Finney County, Kansas.

President, Board of Education

Attest: _____
Jennifer Ramos, Board Clerk

Garden City



U.S.D. 457

Public Schools

Board of Education

SCHOOL TERM RESOLUTION

BE IT RESOLVED that per KSA 72-1106, Section 1, the Garden City Public Schools Unified School District No. 457 Board of Education hereby adopt a school term for 2024-2025 of 1,116 hours in lieu of the 186 six-hour days school term.

President, Board of Education

Attest: _____
Jennifer Ramos, Board Clerk



RESOLUTION TO ESTABLISH HOME RULE BY BOARD OF EDUCATION

WHEREAS, the Board of Education of Unified School District No. 457, Finney County, Kansas, has determined that the exercise of powers granted by the legislature is of benefit to the board and local patrons; and

WHEREAS, Kansas law authorizes the board to transact all school district business; and

WHEREAS, the board intends to adopt policies that the board deems appropriate to perform its constitutional duty to maintain, develop and operate local public schools; and

WHEREAS, the board acknowledges that the power granted by law shall not be construed to relieve the board from any obligations to comply with state law; and

WHEREAS, the board acknowledges that the powers granted by law and this resolution shall not be construed to relieve any other unit of government of its duties and responsibilities prescribed by law; and

WHEREAS, the board acknowledges that the powers granted by law do not create any responsibility on the part of the district to assume the duties or responsibilities that are required of another unit of government;

NOW THEREFORE, BE IT RESOLVED, by the Board of Education of Unified School District No. 457, Finney County, Kansas, that the board shall exercise the power granted by law and by this resolution.

ADOPTED by the Board of Education of Unified School District 457, Finney County, Kansas, the 8th day of July, 2024.

President, Board of Education

Attest: _____
Jennifer Ramos, Board Clerk



RESOLUTION

Whereas, USD 457, Garden City, Kansas, has determined it has potential claims against the District which provide for a discount for early payment or for the assessment of a penalty for late payment;

Now, therefore, be it resolved, by the Board of Education of USD 457, Garden City, Kansas, in the regular meeting duly assembled this 8th of July, 2024, that the Board of Education authorizes the Business Office to pay claims, in advance of approval thereof by the governing body, in accordance with the provisions K.S.A. 12-105b (e).

ADOPTED by the Board of Education of Unified School District No. 457, Finney County, Kansas, the 8th of July, 2024.

President, Board of Education

Attest: _____
Jennifer Ramos, Board Clerk

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Josh Guymon, Assistant Superintendent
DATE: 7-8-2024
RE: 24-25 Negotiated Agreement

ISSUE:

The Board of Education is asked to consider and approve the proposed Negotiated agreement that was ratified by the teachers.

BACKGROUND:

Negotiations for the 24-25 teacher contract are complete. After much discussion, the teachers voted to ratify their contract and it passed by 84%. The board is asked to consider and approving the contract that was negotiated.

ALTERNATIVES:

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

RECOMMENDATION:

Approve the teacher contract

FISCAL NOTE:

\$3 Million for salary and benefits

ATTACHMENTS:

The PowerPoint of the presentation

TENTATIVE AGREEMENT

Changes for 2024-2025 Contract

Negotiations Teams

GCEA Members

Aimee Brandt

Levi Burnfin

Juliana Valles

Amber Vigil

BOE Members

Jackie Gigot

Josh Guymon

Randy Ralston

Drew Thon



Article III – Salaries and Wages

Section C - Salary Schedule

- ▣ **Base pay will be raised to \$47,000.**
 - (2023-24 Base was \$45,000)
- ▣ **All annual steps are now worth a minimum of \$600. Previously, several steps were \$567.**
- ▣ **Section M: Teacher Incentive: All Premium Pay will sunset as negotiated in 2023, meaning no Premium Pay bonuses in 2024-25.**
 - Premium Pay was funded through ESSERS.
- ▣ **Article IV, Section B; P. 48 -- The District provided Health Insurance benefit will increase to \$900 a month from \$830**



2024-2025 PROPOSED SALARY SCHEDULE

USD #457 - GARDEN CITY, KANSAS

STEP	A (BS)	B (BS+15)	C (BS+30)	D (BS+45)	E (MS)	F (MS+15)	G (MS+30)	H (MS+45)	I ED.S. or ED.D)
0	\$47,000	\$47,600	\$48,200	\$48,800	\$49,400	\$50,000	\$50,600	\$51,200	\$51,800
1	\$47,600	\$48,200	\$48,800	\$49,400	\$50,000	\$50,600	\$51,200	\$51,800	\$52,400
2	\$48,200	\$48,800	\$49,400	\$50,000	\$50,600	\$51,200	\$51,800	\$52,400	\$53,000
3	\$48,800	\$49,400	\$50,000	\$50,600	\$51,200	\$51,800	\$52,400	\$53,000	\$53,600
4	\$49,400	\$50,000	\$50,600	\$51,200	\$51,800	\$52,400	\$53,000	\$53,600	\$54,200
5	\$50,000	\$50,600	\$51,200	\$51,800	\$52,400	\$53,000	\$53,600	\$54,200	\$54,800
6	\$51,000	\$51,600	\$52,200	\$52,800	\$53,400	\$54,000	\$54,600	\$55,200	\$55,800
7	\$51,825	\$52,225	\$52,825	\$53,425	\$54,025	\$54,825	\$55,225	\$55,825	\$56,450
8	\$52,250	\$52,850	\$53,450	\$54,050	\$54,650	\$55,250	\$55,850	\$56,450	\$57,100
9	\$52,875	\$53,475	\$54,075	\$54,675	\$55,275	\$55,875	\$56,475	\$57,075	\$57,750
10	\$53,525	\$54,150	\$55,175	\$55,775	\$56,375	\$56,975	\$57,575	\$58,175	\$58,850
11	\$54,175	\$54,800	\$55,825	\$56,425	\$57,050	\$57,650	\$58,250	\$58,850	\$59,550
12	\$54,825	\$55,450	\$56,475	\$57,075	\$57,725	\$58,325	\$58,925	\$59,525	\$60,250
13		\$56,100	\$57,125	\$57,725	\$58,400	\$59,000	\$59,600	\$60,200	\$60,950
14		\$56,750	\$57,775	\$58,375	\$59,075	\$59,675	\$60,275	\$60,875	\$61,650
15		\$57,750	\$58,975	\$59,575	\$60,275	\$60,875	\$61,475	\$62,075	\$62,850
16			\$59,675	\$60,275	\$61,000	\$61,600	\$62,200	\$62,800	\$63,600
17			\$60,375	\$60,975	\$61,725	\$62,325	\$62,925	\$63,525	\$64,350
18			\$61,315	\$61,725	\$62,475	\$63,075	\$63,675	\$64,275	\$65,100
19				\$63,370	\$63,225	\$63,825	\$64,425	\$65,025	\$65,850
20					\$64,625	\$64,825	\$65,425	\$66,025	\$66,850
21					\$66,270	\$66,025	\$66,625	\$67,225	\$68,050
22						\$67,525	\$68,125	\$68,725	\$69,550
23						\$69,288	\$70,123	\$70,958	\$72,018

Article III – Salaries and Wages

Section D - Supplementals

- *The following were approved as recommended by the Supplemental Committee:*
 - Elementary Student Council Sponsor at S2.
 - Intermediate Student Council Sponsor at S2.
 - District Leader-in-Me Coach at S2
- *National Postseason Events*
 - Coaches/sponsors are now eligible for \$500 stipend when attending a national postseason event outside of the school calendar.



Article III – Salaries and Wages

Other



■ Section A: Professional Personnel Extra Duty

- Increase Breakfast/Lunch duty to \$12 per hour
- Increase Timer/Scorer and Public Address to \$13 per hour
- Eliminate unused Professional Personnel Extra Duty Position titles of Finish Clerk, Start Clerk, Pickers, Pole Vault Judge, High Jump Judge, Discus Judge, Long Jump Judge, Shot Put Judge (all are called Marshall) and Family Engagement, Event Manager.

■ Section F: Nesting

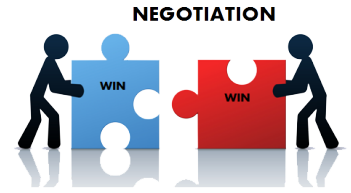
- When a certified employee is nesting (absorbing another teacher's class or partial class), the certified employee is paid 1/4th of the certified sub rate per hour, prorated by the percentage of the class the certified employee is absorbing.

■ Section L: Attendance Incentive

- The Teacher Attendance Incentive was removed,
- Previously, that incentive was worth \$1,000 if a certified employee was absent for one day or fewer during the contract year.

Article III – Salaries and Wages

Other



- ❑ **Master's Degrees in excess of 36 graduate hours will have the additional hours credited towards movement on the Salary Schedule.**
- ❑ **Nurses placed on salary schedule according to experience
(This language will not be in the Negotiated Agreement)**

Article IV – Hours & Amounts of Work

Number of contract days

▣ No Changes to Contract Hours

- 166.5 Student Contact Days
- 4 Parent-Teacher Conference Days
- 7 Inservice Days
- 4 Work Days

▣ Early Childhood Plan Time

- Section H: Early Childhood Center (Garfield) now explicitly outlined in Negotiated Agreement as for amount of Individual and Team Plan Time each certified employee should expect on a two-week basis.



Article IV – Hours & Amounts of Work

Section J: PT Conferences



- **Emergency Leave no longer required to be approved by Superintendent.**

Language changes on pg. 36:

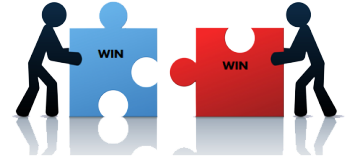
- ~~2. Conferences must be scheduled on both designated conference days, but more than the two designated days may be used.~~
3. **“Each building may ~~may~~ shall flexibly schedule up to five hours of conference time outside the regular day any time prior to the scheduled conference week.”**

~~Other: The teachers in each building will recommend times of conferences to the building site council and the site council will make the final determination.~~ **Add: Each building shall survey certified staff to gather input on how to schedule Parent/Teacher Conferences. Building leadership teams shall create the survey and provide at least three options for the staff to vote upon. Those results will be reported to the building site council, which will make the final determination.**

Article IV – Hours & Amounts of Work

Section B: Adoption of School Calendar

- ❑ **Calendar committee can now recommend for Board approval calendars two years in advance.**
 - ▣ **Calendars are still subject to Negotiations.**
- ❑ **Revised language regarding committee terms when positions are vacated.**
 - ▣ **Appointees to committee positions vacated for any reason before the expiration of the term will serve only the remainder of the vacated term, but will be eligible to serve another term immediately after expiration without requiring the year off in between.**



Article V – Leaves

- **Change: 9 Emergency and 3 Personal Leave days**
 - **Previously, all certified employees on 10-month contracts received 10 Emergency and 2 Personal.**
 - **Removed “Life Happens Day” and “Superintendent Discretion” Day**
 - **The Life Happens Day was not an “Extra Day.” If a certified employee took a “Life Happens Day”, it came out of their Emergency Leave day.**

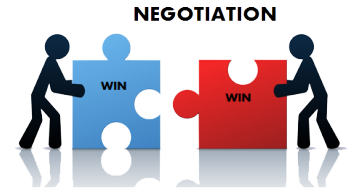
Article V – Leaves

- **Section A:** Added language guaranteeing staff would not be charged Emergency Leave due to injury from student or patron.
- **Section C: P. 42-43:** Replace “Extended Leave – Health Reasons” and “Extended Leave – Infant Care or Adoption” with current FMLA language.



Article V – Leave

Section D – Illness And Disability Bank



■ Major Changes

- Certified Employees must now donate one day per year in order to participate in a Bank withdrawal.
- Parental Leave is now eligible for Bank withdrawal (up to five days).
- All Bank days withdrawn are now worth 100% of employees' daily rate. Previously, all days were 75%.
- The Board contributes 95 days per year towards The Bank instead of 120.
- Up to 125 days per semester can be withdrawn.
- Sick Bank Committee will establish guidelines for Bank use at the beginning of the year, and will update staff regarding the remaining days in The Bank once per semester.
- All unused days at the end of each year will be contributed to the Health Fund to help offset any insurance premium increases the following year.
- The language is only set for 2024-25 and will be re-evaluated during the 2025 negotiations.

Article VI, Section F

- Master's Degree district reimbursement increased to \$7,500.



Article VIII – Grievance Procedure

▣ Major Changes

- Remove Level Three, Appeal to the Superintendent, and Level Four, Appeal to the President of the Board.
- Level Two will now be a committee composed of three GCEA selections and three Board selections. A seventh member will be chosen from outside of the district. The decision and remedies of the Grievance Committee will be final. Financial remedies may be subject to Board approval.



Article XI

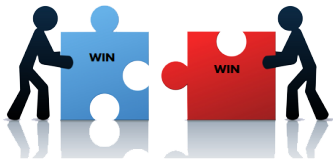
□ Professional Employee Appraisal Procedure

- Pg. 65: Follow-up conference with immediate supervisor after a Conference Report is now 30 teacher contract days instead of “10 working days.”

□ Non-renewal of Teachers

- Revised language: Reasons for non-renewal ~~shall not~~ **may** be stated either in writing or verbally in any notice of non-renewal given to a teacher. No hearing shall be afforded to a non-renewed teacher.

NEGOTIATION



Other Revisions

- ❑ **Grammar, capitalization, terms consistency revisions throughout**
- ❑ **All changes will now be accompanied by a “Adoption/Revision date” inside the Negotiated Agreement.**
- ❑ **Standardized grammar for gendered language. (His/her to their)**
- ❑ **All instances of reference to staff covered by Negotiated Agreement will be “Certified Employees”**

Contract Ratification Voting

- ❑ Voting opened on June 11 at 2 pm, and closed voting on June 25 at 5 pm
- ❑ Needed 235 votes for quorum
- ❑ 331 of the 468 (70.7%) eligible certified staff voted
- ❑ Passed with 84% support
 - ▣ Yes- 278
 - ▣ No- 53





Questions?

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Jessica Nothern, Chief Financial Officer
DATE: June 27, 2024
RE: Samsara Proposal

ISSUE:

The Board of Education is asked to approve the proposal from Samsara, Inc.

BACKGROUND:

Samsara is a company that provides dual facing cameras, connectors, and GPS for our Transportation fleet. This proposal would put dual facing cameras on 39 buses, 8 vans, and 5 suburbans. Samsara will also provide training and safety videos for our staff to utilize. Transportation and Administration feel this would be a good addition for our fleet.

ALTERNATIVES:

None

RECOMMENDATION:

1. Approve the proposal.
2. Table the proposal.
3. Recommend an alternative solution.

FISCAL NOTE:

The annual expense for Samsara would be \$44,570.60. Funds will be properly budgeted out of the appropriate Transportation account.

ATTACHMENTS:

Samsara Quote



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

QUOTE #Q-1361322

Issued 06-26-2024

Expires 07-10-2024

Sourcewell Contract #: 020221-SAM
State of Kansas Contract #: 53134

Prepared For:

Garden City Public Schools, KS
301 N 8th St
Garden City, Kansas
67846

Prepared By:

Matt Lema
matt.lema@samsara.com

Quote Summary

Subtotal

Hardware and Accessories

USD \$0.00

Licenses

License Term – 60
Months

Shipping and Handling

USD \$329.00

Upfront Hardware Sales Tax

USD \$0.00

Annual License Sales Tax

USD \$0.00

First Year Payment

USD \$44,570.60

**Payments Beginning Year
Two**

USD \$44,241.60

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% fee charged on non-ACH charges (Canada Exempt)
*Sales tax subject to change

SHIP TO Shane Burns
1205 Fleming St
Garden City, Kansas, 67846-4751
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Dual-facing dash-camera, series 4 HW-CM34	52	\$0.00	\$0.00
Vehicle IoT Gateway, model VG55 HW-VG55-NA	52	\$0.00	\$0.00
Extension Cable for Camera Connector CBL-CM-B3AU	41	\$0.00	\$0.00
AHD Camera Connector (1 camera) HW-CM-AHD1	39	\$0.00	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	30	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	22	\$0.00	\$0.00
		Hardware Due	USD\$0.00

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Dual-Facing Camera LIC-CM2-ENT	52	\$468.00	\$24,336.00
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	52	\$202.80	\$10,545.60
License for HD Camera Connector (1 camera) LIC-CM-AHD1	39	\$240.00	\$9,360.00
		Annual License Due	USD \$44,241.60

Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships.

Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <https://www.samsara.com/terms-of-service>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

The continuation of this Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the Order Form for Customer's then-subsequent fiscal year, Customer may terminate this Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates this Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature

Print Name:

Date:

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Roxie Schafer, Director of Technology
DATE: July 1st, 2024
RE: Cisco Webex Cloud Calling

ISSUE:

The Board of Education is asked to consider and approve the purchase of Cisco Webex Cloud Calling telephone service

BACKGROUND:

In 2015, Garden City Public Schools updated our current phone system. That phone system is end of life and end of support. Therefore, it is imperative that we upgrade the system. Over the last several months, the district, in partnership with Logicalis, looked at purchasing new servers for on premise as well as moving the system to the cloud. After considering the features and price of both options, we would like to move our phone services to the cloud.

ALTERNATIVES:

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

RECOMMENDATION:

The Technology Department recommends that the Board of Education consider and approve Cisco Webex Cloud Calling as presented

FISCAL NOTE:

\$536,906.95 to be paid from 008 E 2840 17 1000 017 02 430 and 016 E 2840 17 1000 017 00 736

The purchase falls under State of Kansas Procurement Contract Data Communications Products & Services, Cisco Systems Inc. AR3227 #0000000000000000000047258

ATTACHMENTS:

Webex Calling Migration Quotation



Offered under State of Kansas Procurement Contract
Data Communications Products & Services, Cisco Systems Inc.

AR3227 #00000000000000000000000047258

What is Cisco Webex Cloud Calling?

Webex is the leading enterprise collaboration solution combining calling, meetings, messaging, and contact center under a single collaboration umbrella.

- Education plans for calling and messaging
- Security and privacy natively built into the product
- Support E911 with dynamic location support

Why Cisco Webex Cloud Calling?

Current Cisco On-Prem Calling going End of Support

- Offering is a continuation of current Call Manager solution

Current Cisco Infrastructure going End of Support and End of Life

- Phones, Voice Gateways, Routers/Switches

Update Security posture with hosted Cloud model

- No patching and software upgrades required on the software

Lower TCO and move to a predictable cost model

- Less infrastructure hardware and costly software upgrades.

Flexible “work from anywhere” model

- Traditional Hard Phone (desk) and Soft Phone (application) options

Process of Selection & Design

Review of current infrastructure

- Wanted to utilize as much current investment as possible in phones and infrastructure. Understand needs and wants

Feature parity review from On-Prem vs Cloud

- Design was built around maintaining knowledge set of current IT Staff
- Design was built to maintain features required

Cost analysis of On-Prem vs Cloud

- 6yr TCO created for review with Cloud providing the most cost-effective design

Pilot Program Created

- Trial Webex Cloud Calling provided with training to test – currently 2 months running

Design Process Timeline

- 12/2023 – 6/2024



North America
(Logicalis US)

\$400M+

Revenue

11

Offices
(United States)

675

Employees



Latin America

\$625M+

Revenue

39

Offices
(South and Central America
& Puerto Rico)

3,250

Employees



EMEA

\$450M+

Revenue

26

Offices
(Europe & South Africa)

1,635

Employees



APAC

\$245M+

Revenue

20

Offices
(Australia, E. Asia, S. Asia and
SE Asia)

960

Employees

Awards & Recognition



- Channel Insider's Top 250 Hybrid Solution Provider - 2024
- Cisco Americas Managed Service Partner of the Year – 2023
- Cisco Global Sustainability Partner of the Year – 2023
- Cisco Global Enterprise Networking & Meraki Partner of the Year - 2023
- Cisco 2021 Enterprise Networking Partner of the Year
- Channel Futures 2020 Next Gen 101
- Channel Partner Insight Best COVID-19 Initiative of the Year
- Cisco 2020 Customer Experience Partner of the Year
- IBM Systems 2020 North America Systems Channel Excellence Award
- Veeam Growth Partner of the Year 2020

Technology Pillars



Hybrid Data Center

Build modern software-defined data centers that bring agility to hybrid cloud



Cloud

Deliver cloud services that bridge cloud needs via ITSM and automation



Network & Private Wireless

Connect technology, clouds and people with speed and agility



Collaboration

Engage employees to collaborate, create, and share information



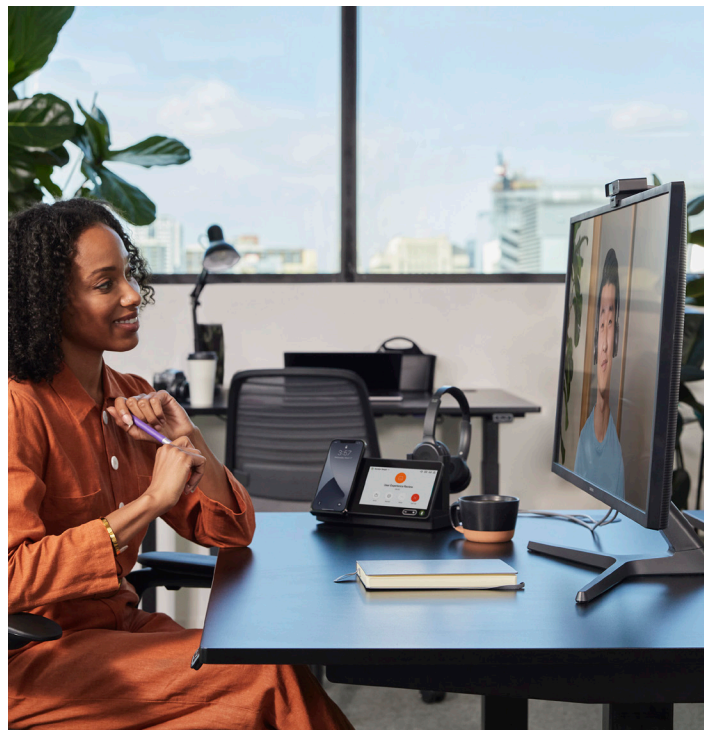
Security

Deliver strategic, end-to-end enterprise security services

Webex Calling: Your business phone system in the cloud

Webex® Calling is built for an agile workforce, enabling calling anywhere and anytime. Cloud calling enables global reach without costly on-premises infrastructure.

Providing scalability and efficiency, Webex Calling enables cloud calling for organizations of any size with trusted reliability. Webex Calling also offers advanced integration capabilities that utilize existing on-premises PBXs, making it easier for both on-premises and cloud users to connect and experience with a high quality audio and video experience. By being in the cloud, features are delivered faster, without the requirement for maintenance windows or complex upgrade processes. Webex Calling offers encrypted, secure calling, delivered on best-in-class cloud infrastructure. With global regulatory expertise and compliance across all markets served, the Webex cloud platform implements audited and professional security practices.



Benefits

Integrated collaboration

A complete seamless collaboration experience combining market-leading calling, meetings, messaging, polling, events and contact center services in one easy-to-use and secure app.

Exceptional performance

Enterprise performance with trusted quality and reliability from a cloud provider you can trust

Security built in, not bolted on

Highly secure platform with industry-leading performance, integration, flexibility, scalability, and availability

Automated intelligence

Integrated with intelligent devices and seamless call hand-off between devices for any workspace and every workflow

Centralized management

Exceptional control of your cloud environment through a single-pane-of-glass administrative experience

A cloud phone system that delivers a complete collaboration experience

Webex Calling offers enterprise-grade calling, enabling you to replace your PBX network in a globally trusted cloud solution. It easily extends to a complete collaboration experience, combining calling, meetings, messaging, contact center, and integrated devices in a single user experience.

Webex Calling enables you to:

- Work from anywhere with complete call control capabilities that are easy to procure, onboard, and manage through a central management portal
- Experience crystal-clear audio and video with robust security that is globally available in every major region at an affordable price
- Advanced analytics and accurate performance indicators give you timely and actionable data insights
- Migrate to cloud calling at your own pace with migration strategies that can leverage on-premises investments
- Have more control over your cloud environment by adopting a fully interoperable network of multi-tenant and dedicated cloud calling services

Transform the way your business works

Webex works with the tools you use and is built to ensure your business communications and data are protected. Only Webex Calling brings you enterprise-grade calling in the cloud, with a fully connected collaboration experience.

[Contact Cisco sales](#) to find out how Webex Calling can help you.



Read more about our security practices in the [Webex Calling security white paper](#)

Date September 2021

C45-742047-03

Webex Calling Migration

Quotation # 2024-179806v3

Prepared By Logicalis for:
Garden City USD 457

*To the attention of :
Roxie Schafer
Garden City USD 457
1205 Fleming St
Garden City, KS 67846-4751
Tel: (000) 000-0000
Email: rschafer@gckschools.com*

June 06, 2024

Pricing Summary

The following is a price summary of Logicalis' proposed solution.

Price Summary	Amount
Hardware	\$162,113.50
Software	\$283,961.15
Hardware Maintenance	\$20,698.09
Software Maintenance	\$0.00
Professional Services	\$67,593.25
Grand Total	\$534,365.99



Logicalis offers a range of services, from helping you define and design a cloud strategy to assisting with server and storage selection for your current environment. We provide a variety of assessments and health checks, perfect for those who need help determining what the next steps are. Find out more at www.us.logicalis.com



Ask us about Logicalis Leasing Solutions—a value-added service tailored to our customers. Leasing offers strategic, operational and financial benefits that can help meet your company's goals and get your project funded. Logicalis financing experts work with more than a dozen trusted leasing partners to assist you as our valued customer. We can deliver competitive rates and flexible terms and make the leasing process easy.

Webex Calling Migration

Quotation # 2024-179806v3

Customer Name & Address	Logicalis Account Executive
Roxie Schafer Garden City USD 457 1205 Fleming St Garden City, KS 67846-4751 (000) 000-0000 rschafer@gckschools.com	Daniel Spurgeon 15227 E Zimmerly Ct Wichita, KS 67230 (316) 833-3227 danny.spurgeon@us.logicalis.com
Bill To Address	Ship to Address
Garden City USD 457 1205 Fleming St Garden City, KS 67846-4751	Garden City USD 457 1205 Fleming St Garden City, KS 67846-4751 ATTN: Roxie Schafer (000) 000-0000 rschafer@gckschools.com

Quotation expiration date: July 3, 2024

This Quotation adheres to the pricing requirements of the NASPO ValuePoint Cisco Master Agreement #AR3227, KS Participating Addendum #0000000000000000000047258 contract.

Item	Qty	Part Number	Description	Unit Price	Extended Price
Products					
Ship to: 1205 Fleming St, , Garden City, KS, 67846-4751					
1	1	Singlewire	Singlewire	Subtotal:	\$34,048.18
2	1	SS-CPF-3	Software Provisioning	\$0.00	\$0.00
3	250	SSF-3YR-USR-TIER 2	InformaCast Fusion UserBase up to 250 Users Term 3 Year(s)	\$34.93	\$8,732.50
4	1050	SSF-3YR-EPA-TIER 3	InformaCast Fusion IP Phone Endpoint Add-On Term 3 Year(s)	\$23.04	\$24,192.00
5	1	IPTA-IFS	InformaCast Fusion Server Appliance	\$1,123.68	\$1,123.68
Ship to: 1205 Fleming St, , Garden City, KS, 67846-4751					
6	1	A-FLEX-3	A-FLEX-3	Subtotal:	\$219,274.16
7	1	A-FLEX-3	Collaboration Flex Plan 3.0 3Y	\$0.00	\$0.00
8	1027	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	\$0.00	\$0.00
9	1027	A-FLEX-EACL-E	EntW Webex Calling for Education	\$213.47	\$219,233.69
10	1233	A-FLEX-C-PRO	Webex Calling Entitlement	\$0.00	\$0.00
11	514	A-FLEX-CL-CA	Webex Calling Common Area Entitlement	\$0.00	\$0.00
12	514	A-FLEX-LGW-CUBE	CUBE for Webex Calling (2)	\$0.00	\$0.00
13	1027	A-FLEX-P-CALL	Prem to Webex Calling / UCM Cloud	\$0.00	\$0.00

Item	Qty	Part Number	Description	Unit Price	Extended Price
14	1233	A-FLEX-C-DEV-ENT	Cloud Device Registration Entitlement	\$0.00	\$0.00
15	1233	A-FLEX-MSG-ENT	Messaging Entitlement	\$0.00	\$0.00
16	24648	A-FLEX-FILESTG-ENT	File Storage Entitlement	\$0.00	\$0.00
17	1233	A-FLEX-PROPACK-ENT	Pro Pack for Cisco Control Hub Entitlement	\$0.00	\$0.00
18	1	A-FLEX-EDU-CUST	Education Customer	\$0.00	\$0.00
19	1	C8200L-1N-4T	C8200L-1N-4T	Subtotal:	\$62,042.94
20	18	C8200L-1N-4T	Cisco Catalyst 8200L with 1-NIM slot and 4x1G WAN ports	\$846.02	\$15,228.36
21	18	CON-SNT-C8200TL1	SNTC-8X5XNBD Cisco Catalyst 8200L with 1-NIM slot and	\$672.06	\$12,097.08
22	18	MEM-C8200-4GB	Cisco Catalyst 8200 Edge 4GB memory	\$0.00	\$0.00
23	18	CAB-AC	AC Power Cord (North America); C13; NEMA 5-15P; 2.1m	\$0.00	\$0.00
24	18	C-RFID-1R	Cisco Catalyst 8000 Edge RFID - 1RU	\$0.00	\$0.00
25	18	C8000-HSEC	U.S. Export Restriction Compliance license for C8000 series	\$0.00	\$0.00
26	18	C8200-RM-19-1R	Cisco Catalyst 8200 Rack mount kit - 191R	\$0.00	\$0.00
27	18	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00
28	18	C8200-PIM-BLANK	Cisco Catalyst 8200 Edge PIM Blank	\$0.00	\$0.00
29	18	C-M2-BLANK	Cisco Catalyst 8000 Edge M.2 Blank Cover	\$0.00	\$0.00
30	18	IOSXE-AUTO-MODE	IOS XE Autonomous or SD-Routing mode for Unified image	\$0.00	\$0.00
31	18	NIM-4FXO	4-port Network Interface Module - FXO (Universal)	\$528.82	\$9,518.76
32	18	SC8KBEUK9-176	UNIVERSAL	\$0.00	\$0.00
33	18	DNA-P-T0-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 25M (Aggr; 50M)	\$1,399.93	\$25,198.74
34	18	SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem 3Y	\$0.00	\$0.00
35	18	DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr; 50M) 3Y	\$0.00	\$0.00
36	18	NWSTACK-T0-A	Cisco Network Advantage Stack - upto 25M (Aggr; 50M) 3Y	\$0.00	\$0.00
37	18	TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded 3Y	\$0.00	\$0.00
38	18	SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage 3Y	\$0.00	\$0.00

Item	Qty	Part Number	Description	Unit Price	Extended Price
39	18	DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN 3Y	\$0.00	\$0.00
40	18	C82L-1N-4T-PF	C8200L-1N-4T Platform Selection for DNA Subscription 3Y	\$0.00	\$0.00
41	18	IOSXE-AUTO-MODE-PF	IOS XE Autonomous or SD-Routing mode for Unified image 3Y	\$0.00	\$0.00
42	1	C8200L-1N-4T	C8200L-1N-4T	Subtotal:	\$4,604.79
43	1	C8200L-1N-4T	Cisco Catalyst 8200L with 1-NIM slot and 4x1G WAN ports	\$846.02	\$846.02
44	1	CON-SNT-C8200TL1	SNTC-8X5XNBD Cisco Catalyst 8200L with 1-NIM slot and	\$672.06	\$672.06
45	1	MEM-C8200-4GB	Cisco Catalyst 8200 Edge 4GB memory	\$0.00	\$0.00
46	1	CAB-AC	AC Power Cord (North America); C13; NEMA 5-15P; 2.1m	\$0.00	\$0.00
47	1	C-RFID-1R	Cisco Catalyst 8000 Edge RFID - 1RU	\$0.00	\$0.00
48	1	C8000-HSEC	U.S. Export Restriction Compliance license for C8000 series	\$0.00	\$0.00
49	1	C8200-RM-19-1R	Cisco Catalyst 8200 Rack mount kit - 191R	\$0.00	\$0.00
50	1	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00
51	1	C8200-PIM-BLANK	Cisco Catalyst 8200 Edge PIM Blank	\$0.00	\$0.00
52	1	C-M2-BLANK	Cisco Catalyst 8000 Edge M.2 Blank Cover	\$0.00	\$0.00
53	1	IOSXE-AUTO-MODE	IOS XE Autonomous or SD-Routing mode for Unified image	\$0.00	\$0.00
54	1	NIM-1MFT-T1/E1	1 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	\$787.79	\$787.79
55	1	PVDM4-32	32-channel DSP module	\$898.99	\$898.99
56	1	SC8KBEUK9-176	UNIVERSAL	\$0.00	\$0.00
57	1	DNA-P-T0-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 25M (Aggr; 50M)	\$1,399.93	\$1,399.93
58	1	SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem 3Y	\$0.00	\$0.00
59	1	DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr; 50M) 3Y	\$0.00	\$0.00
60	1	NWSTACK-T0-A	Cisco Network Advantage Stack - upto 25M (Aggr; 50M) 3Y	\$0.00	\$0.00
61	1	TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded 3Y	\$0.00	\$0.00
62	1	SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage 3Y	\$0.00	\$0.00

Item	Qty	Part Number	Description	Unit Price	Extended Price
63	1	DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN 3Y	\$0.00	\$0.00
64	1	C82L-1N-4T-PF	C8200L-1N-4T Platform Selection for DNA Subscription 3Y	\$0.00	\$0.00
65	1	C8200L-1N-4T	C8200L-1N-4T	Subtotal:	\$19,446.26
66	1	IOSXE-AUTO-MODE-PF	IOS XE Autonomous or SD-Routing mode for Unified image 3Y	\$0.00	\$0.00
67	1	C8200L-1N-4T	Cisco Catalyst 8200L with 1-NIM slot and 4x1G WAN ports	\$846.02	\$846.02
68	1	CON-SNT-C8200TL1	SNTC-8X5XNBD Cisco Catalyst 8200L with 1-NIM slot and	\$672.06	\$672.06
69	1	MEM-C8200-4GB	Cisco Catalyst 8200 Edge 4GB memory	\$0.00	\$0.00
70	1	CAB-AC	AC Power Cord (North America); C13; NEMA 5-15P; 2.1m	\$0.00	\$0.00
71	1	C-RFID-1R	Cisco Catalyst 8000 Edge RFID - 1RU	\$0.00	\$0.00
72	1	C8000-HSEC	U.S. Export Restriction Compliance license for C8000 series	\$0.00	\$0.00
73	1	C8200-RM-19-1R	Cisco Catalyst 8200 Rack mount kit - 191R	\$0.00	\$0.00
74	1	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00
75	1	C8200-PIM-BLANK	Cisco Catalyst 8200 Edge PIM Blank	\$0.00	\$0.00
76	1	C-M2-BLANK	Cisco Catalyst 8000 Edge M.2 Blank Cover	\$0.00	\$0.00
77	1	IOSXE-AUTO-MODE	IOS XE Autonomous or SD-Routing mode for Unified image	\$0.00	\$0.00
78	1	NIM-2FXO	2-port Network Interface Module - FXO (Universal)	\$264.41	\$264.41
79	1	SC8KBEUK9-176	UNIVERSAL	\$0.00	\$0.00
80	1	DNA-P-T0-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 25M (Aggr; 50M)	\$1,399.93	\$1,399.93
81	1	SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem 3Y	\$0.00	\$0.00
82	1	DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr; 50M) 3Y	\$0.00	\$0.00
83	1	NWSTACK-T0-A	Cisco Network Advantage Stack - upto 25M (Aggr; 50M) 3Y	\$0.00	\$0.00
84	1	TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded 3Y	\$0.00	\$0.00
85	1	SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage 3Y	\$0.00	\$0.00

Item	Qty	Part Number	Description	Unit Price	Extended Price
86	1	DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN 3Y	\$0.00	\$0.00
87	1	C82L-1N-4T-PF	C8200L-1N-4T Platform Selection for DNA Subscription 3Y	\$0.00	\$0.00
88	1	IOSXE-AUTO-MODE-PF	IOS XE Autonomous or SD-Routing mode for Unified image 3Y	\$0.00	\$0.00
89	1	C8300-2N2S-6T	Cisco Catalyst C8300-2N2S-6T Router	\$7,932.29	\$7,932.29
90	1	CON-SNT-C8302S6T	SNTC-8X5XNBD Cisco Catalyst C8300	\$3,666.35	\$3,666.35
91	1	MEM-C8300-8GB	Cisco Catalyst 8300 Edge 8GB memory	\$0.00	\$0.00
92	1	M2USB-16G	Cisco Catalyst 8000 Edge M.2 USB 16GB	\$0.00	\$0.00
93	1	C-RFID-2R	Cisco Catalyst 8000 Edge RFID - 2RU	\$0.00	\$0.00
94	1	C8000-HSEC	U.S. Export Restriction Compliance license for C8000 series	\$0.00	\$0.00
95	1	C8300-RM-19-2R	Cisco Catalyst 8300 Rack mount kit - 192R	\$0.00	\$0.00
96	2	C8300-SM-BLANK	Cisco Catalyst 8300 Edge SM Blank	\$0.00	\$0.00
97	1	C8300-PIM-BLANK	Cisco Catalyst 8300 Edge PIM Blank	\$0.00	\$0.00
98	1	C8300-FAN-2R	Cisco Catalyst 8300 Edge Fan Tray; 2RU	\$0.00	\$0.00
99	1	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00
100	2	C-POE-COVER	Cover for empty POE slot on Cisco Catalyst Edge 8300	\$0.00	\$0.00
101	1	TE-R-SW	TE agent for IOSXE on Enterprise Routing	\$0.00	\$0.00
102	1	IOSXE-AUTO-MODE	IOS XE Autonomous or SD-Routing mode for Unified image	\$0.00	\$0.00
103	2	PWR-CC1-650WAC	Cisco C8300 2RU AC Power supply	\$0.00	\$0.00
104	2	CAB-AC	AC Power Cord (North America); C13; NEMA 5-15P; 2.1m	\$0.00	\$0.00
105	1	NIM-2FXO	2-port Network Interface Module - FXO (Universal)	\$264.41	\$264.41
106	1	NIM-2MFT-T1/E1	2 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	\$1,202.87	\$1,202.87
107	1	PVDM4-64	64-channel DSP module	\$1,797.99	\$1,797.99
108	1	SC8KBEUK9-176	UNIVERSAL	\$0.00	\$0.00
109	1	DNA-P-T0-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 25M (Aggr; 50M)	\$1,399.93	\$1,399.93
110	1	SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem 3Y	\$0.00	\$0.00

Item	Qty	Part Number	Description	Unit Price	Extended Price
111	1	DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr; 50M) 3Y	\$0.00	\$0.00
112	1	NWSTACK-T0-A	Cisco Network Advantage Stack - upto 25M (Aggr; 50M) 3Y	\$0.00	\$0.00
113	1	TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded 3Y	\$0.00	\$0.00
114	1	SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage 3Y	\$0.00	\$0.00
115	1	DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN 3Y	\$0.00	\$0.00
116	1	C8300-2N2S-6T	C8300-2N2S-6T	Subtotal:	\$0.00
117	1	C83-2N2S-6T-PF	C8300-2N2S-6T Platform Selection for DNA Subscription 3Y	\$0.00	\$0.00
118	1	IOSXE-AUTO-MODE-PF	IOS XE Autonomous or SD-Routing mode for Unified image 3Y	\$0.00	\$0.00
119	1	VG400-8FXS	VG400-8FXS	Subtotal:	\$8,743.29
120	3	VG400-8FXS	Cisco VG400 Analog Voice Gateway	\$2,113.25	\$6,339.75
121	3	CON-SSSNC-VG4008X	SOLN SUPP NCD Cisco VG400 Analog Voice Gateway	\$457.69	\$1,373.07
122	3	FL-VG4XX-CC	Cloud Calling license for Cisco VG4xx Series	\$185.08	\$555.24
123	3	SL-VG400-UC-K9	Unified Communication License for VG400 Series	\$0.00	\$0.00
124	3	SL-VG400-SEC-K9	Unified Communication Security License for Cisco VG400	\$158.41	\$475.23
125	3	CAB-AC	AC Power Cord (North America); C13; NEMA 5-15P; 2.1m	\$0.00	\$0.00
126	3	PWR-VG400-AC	AC Power Supply for Cisco VG400	\$0.00	\$0.00
127	3	SVG400UK9-176	Cisco VG400 Series IOS XE Universal Image	\$0.00	\$0.00
128	1	VG400-2FXS/2FXO	VG400-2FXS/2FXO	Subtotal:	\$10,565.52
129	4	VG400-2FXS/2FXO	Cisco VG400 Analog Voice Gateway	\$1,395.45	\$5,581.80
130	4	CON-SSSNC-VG4002FO	SOLN SUPP NCD Cisco VG400 Analog Voice Gateway	\$841.62	\$3,366.48
131	4	FL-VG4XX-CC	Cloud Calling license for Cisco VG4xx Series	\$185.08	\$740.32
132	4	SL-VG400-UC-K9	Unified Communication License for VG400 Series	\$0.00	\$0.00
133	4	SL-VG400-SEC-K9	Unified Communication Security License for Cisco VG400	\$158.41	\$633.64
134	4	CAB-AC	AC Power Cord (North America); C13; NEMA 5-15P; 2.1m	\$0.00	\$0.00
135	4	PWR-VG400-AC	AC Power Supply for Cisco VG400	\$0.00	\$0.00

Item	Qty	Part Number	Description	Unit Price	Extended Price
136	4	ACS-4220-RM-19	19 inch rack mount kit for Cisco ISR 4220 & VG400	\$60.82	\$243.28
137	4	SVG400UK9-176	Cisco VG400 Series IOS XE Universal Image	\$0.00	\$0.00
138	1	CP-7841-3PCC-K9=	CP-7841-3PCC-K9=	Subtotal:	\$98,950.67
139	679	CP-7841-3PCC-K9=	Cisco IP Phone 7841 with Multiplatform Phone firmware	\$145.73	\$98,950.67
140	1	CP-8811-3PCC-K9=	CP-8811-3PCC-K9=	Subtotal:	\$7,166.42
141	38	CP-8811-3PCC-K9=	Cisco IP Phone 8811 with Multiplatform Phone firmware	\$188.59	\$7,166.42
142	1	ATA191-3PW-K9	ATA191-3PW-K9	Subtotal:	\$1,970.98
143	17	ATA191-3PW-K9	191 Analog Telephone Adapter for MPP	\$102.76	\$1,746.92
144	17	CON-SNT-TATK99T7	191 Analog Telephone Adapter for MPPSNTC-8X5XNBD	\$13.18	\$224.06
145	17	ATA191-CLIP-NA	Power Clip for ATA191 and ATA192; North America	\$0.00	\$0.00
<i>Products Subtotal</i>					\$466,772.74
Logicalis Professional Services - Fixed Fee					
146	1	PS	Project Initiation	\$33,796.63	\$33,796.63
147	1	PS	Cutover Scheduled	\$27,037.30	\$27,037.30
148	1	PS	Project Completion	\$6,759.32	\$6,759.32
<i>Logicalis Professional Services Fixed Fee Subtotal</i>					\$67,593.25

Item	Qty	Part Number	Description	Unit Price
Overage (reference pricing only; not included in Quotation total)				
1	1	A-FLEX-ERC	Emergency Response Center Call fee per location search US	\$40.47
Grand Total				
Products and Services Subtotal:				\$534,365.99
Grand Total:				\$534,365.99

Solution Summary

Garden City School District is requesting assistance from Logicalis Professional Services (PS) with the migration of their on-premises Cisco Unified Communications (UC) environment to the cloud with Webex Calling (WxC). Public Switched Telephone Network (PSTN) service will be provided to the WxC environment with Bring Your Own PSTN (ByoPSTN) via existing Primary Rate Interface (PRI) circuits terminated on three (3) physically disparate Media Gateway Control Protocol (MGCP) voice gateways. Garden City School District has an additional twenty (20) sites each with its own MGCP voice gateway configured for Survivable Remote Site Telephony (SRST) with at least one (1) Plain Old Telephone Service (POTS) lines for PSTN service in the event of a Wide Area Network (WAN) outage. All of the existing MGCP voice gateways are configured on legacy Cisco Integrated Service Routers (ISR) that are end-of-support and will be replaced with new Cisco Catalyst 8000 series routers as part of this project. Garden City School District currently has the following UC applications deployed:

- Cisco Unified Communications Manager (CUCM)
- Cisco Unity Connection (CUCN)
- Cisco Instant Messaging & Presence (IM&P)
- Cisco Expressway (MRA)
- Singlewire InformaCast

Logicalis PS will perform the initial Webex Control Hub (WCH) configuration and user synchronization. This initial WCH configuration includes claiming the domain and Single Sign-On configuration with a compatible Identity Provider (IdP). After the initial WCH configuration is complete, Logicalis PS will configure WxC users by assigning licensing, extensions, and phone numbers. Nomadic E911 services are provided by RedSky and will be provisioned for all WxC locations and users. The Logicalis PS engineer will work with Garden City School District to determine how WxC endpoints will be tracked and who will receive the emergency notifications.

InformaCast Fusion will be deployed to provide a replacement to the existing on-premises InformaCast Advanced deployment. The Logicalis PS engineer will deploy the on-premises InformaCast Virtual Machine (VM) to provide notification support for legacy overhead paging systems and Internet Protocol (IP) phones.

The Logicalis PS engineer will configure each new Catalyst 8000 series router as a Webex Local Gateway (LGW) to support legacy overhead paging systems connected via Foreign Exchange Office (FXO) ports and also a Webex Survivability Gateway to support a POTS line terminated on an FXO port. The School Messenger system Session Initiation Protocol (SIP) trunk will be configured to terminate on at least one (1) of the Webex LGWs to provide integration support after the CUCM is removed from the network.

The Logicalis PS engineer will also provide four (4) end-user training sessions which will function as train-the-trainer sessions. These end-user sessions will cover basic calling functionality of WxC and how to access the end-user resources WxC provides. One (1) administrator knowledge transfer session will also be provided by the Logicalis PS engineer. All sessions will be recorded and distributed to Garden City School District for future reference.

The Logicalis PS engineer will perform a discovery of the existing UC environment and create a low-level design (LLD) document. The LLD will outline the technical details behind the migration, as well as the testing, cutover, and support plans.

All work performed by Logicalis PS engineer will be remote.

Professional Services Statement of Work

Communication & Network Services - Cloud Calling

Tasks and Activities

- 1 Webex Calling Implementation Planning
 - 1.1 Implementation Planning
 - 1.1.1 Redsky planning and tenant provisioning
- 2 Webex Calling Implementation
 - 2.1 Implementation Configuration
 - 2.1.1 Redsky implementation of locations, discovery mechanisms, mapping, and alerting

Communication & Network Services - Unified Communications Implementation

Tasks and Activities

- 1 Plan
 - 1.1 Implementation Planning
 - 1.1.1 InformaCast paging data gathering including access and zones
- 2 InformaCast Paging Implementation
 - 2.1 Appliance Build
 - 2.1.1 Base server installation
 - 2.2 Implementation Configuration
 - 2.2.1 Configuration per implementation plan

Communication & Network Services - Webex Calling Implementation

Tasks and Activities

- 1 Plan
 - 1.1 Implementation Planning
 - 1.1.1 Data gathering for site with 1000 users/endpoints
 - 1.1.2 Low Level Design Document (LLD) creation and technical review
 - 1.1.3 Conduct a Customer review meeting for approval of the implementation plan, test plan and fallback plan
- 2 Implement
 - 2.1 Implementation Configuration
 - 2.1.1 Configure directory connector in Customer environment
 - 2.1.2 Configure Webex Control Hub with SSO
 - 2.1.3 Create up to (23) locations, create PSTN objects, and associate DID's
 - 2.1.4 Configure and update IOS on up to (28) voice gateway(s)
 - 2.1.5 Provision up to (1) SIP trunks
 - 2.1.6 Configure (23) auto attendants
 - 2.1.7 Assist Customer with migrating phones from enterprise to MPP firmware
 - 2.1.8 Configure up to (1000) devices for Webex Calling
 - 2.1.9 Configure Webex Local Gateway and Survivability Gateway for (23) sites and (8) VG400's
- 3 Validate
 - 3.1 System Cutover
 - 3.1.1 Feature validation and Testing
- 4 Support
 - 4.1 Knowledge Transfer
 - 4.1.1 Provide up to (4) end user training classes, for up to (15) per class
 - 4.1.2 Provide up to (4) hours of system administrator knowledge transfer
 - 4.2 Support
 - 4.2.1 Provide up to (4) hours of day-1 support remote

Deliverables

- As Built Document
- Implementation Plan
- Device Configuration File
- Informal Recording of Knowledge Transfer

Project Management

The assigned Logicalis Project Manager will be responsible for providing the following services:

Project Management (High Rigor)

Planning

- Project kick-off call agenda & notes
- Project kick-off call facilitation
- Identify project team and define roles & responsibilities
- Resource Scheduling
- Project Work Breakdown Structure (WBS) & Gantt creation
- Project Workbook, consisting of:
 1. Delivery Team Contact Information
 2. Project RASIC Chart
 3. Project Communication Plan
 4. Project Schedule
 5. Project Issues & Actions Log
 6. Project Change Request Log
 7. Project Risk Register Log
 8. Project Product Tracking Log

Execution

- Product tracking, if applicable
- Project status call agenda & notes
- Weekly project status call facilitation
- Weekly project status report, consisting of:
 1. Overall Health Status
 2. Schedule, Risk & Budget Key Performance Indicator (KPI) Reporting
 3. Percentage Complete
 4. Project Phase
 5. High Level Accomplishments
 6. Current Activities / Upcoming Activities
 7. Past Due Activities
 8. Project Issues
 9. Financial & Hours Summary, applicable to T&M projects
- Resource management & allocation
- Project WBS & milestone management
- Project escalations

Monitoring & Controlling

- Project Deliverable review and delivery, as applicable
- Scope management
- Document Project Change Requests (PCRs), if applicable
- Timeline & budget monitoring

- Project performance measurement
- Risk monitoring & management
- Quality management

Closing

- Project closure call
- Project Closure and Acceptance processing
- Document lessons learned, as applicable

Professional Services Assumptions / Customer Responsibilities

- Provide remote access to Logicalis PS engineer
- Provide all required UC licensing
- Provide supported virtual environment for InformaCast
- Provide public SSL certificate for each of the Webex Survivability Gateway
- Physically deploy IP phones
- Physically install Cisco Catalyst 8000 series routers and perform initial configuration to make remotely accessible for Logicalis PS engineer

Contiguous Delivery

Logicalis has selected, designed, and quoted the Services to be performed and (as applicable) Deliverables to be provided under this SOW with an understanding that they will be delivered on a contiguous schedule in accordance with the timeline set forth herein. Adherence to this contiguous timeline enables Logicalis to deliver maximal value to Customer in the most timely and efficient manner. Customer acknowledges and agrees that a Project Change Request, setting forth any applicable adjustments to the project timeline and pricing, including but not limited to hourly, recurring, and flat fee pricing (depending on the impact on Logicalis' efficiencies and resource allocations), will need to be made and executed in any of the three (3) following events:

1. Customer requests a change of the SOW timeline or scheduling of Services for convenience; or
2. Customer is the precipitating reason, either by its own action or inaction or that of its contractors, agents, employees, or (as applicable) users of Services performed under this SOW, cause a delay in the performance of Services by Logicalis; or
3. Customer requests a project hold (i.e., a pause in Logicalis' performance of Services).

Terms and Conditions

Terms Applicable to All Sales

1. In the event Customer chooses to lease the Products and/or Services from a third party leasing company, Customer remains liable for payment to Logicalis for all Products and/or Services purchased until Logicalis receives payment from such leasing company.
2. All items not specifically included in this document are out of scope.
3. Prices are valid for 30 days from date of the document unless otherwise stated.
4. The information in this document is considered proprietary and confidential to Logicalis. By acceptance of this Quotation, Customer agrees to maintain this confidentiality and use such information for internal purposes only.

Terms Applicable for Product Sales

1. To the extent applicable, the terms of the NASPO ValuePoint Cisco Master Agreement #AR3227, KS Participating Addendum #000000000000000000047258 are incorporated herein by reference. For all other terms not addressed in the previously stated contract, Logicalis Terms of Sale, found on our website at www.us.logicalis.com/tcsales apply and are incorporated herein by reference.
2. Any variation in quantity or requested delivery may result in price changes.
3. Prices are subject to change without notice in the event the Product's manufacturer/distributor changes the price to Logicalis.
4. Shipping and taxes are added at time of invoice. Shipping charges are subject to handling fees for specifying carriers and same day shipments.
5. Logicalis collaborates with the OEM/distributor to schedule delivery to Customer's loading dock; inside delivery is available upon request and may increase the cost of delivery.
6. To the extent this Quotation includes Cisco Cloud Services, the following link shall apply: www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html. "Cisco Cloud Services" shall mean any of the offerings described on the aforementioned link. If Customer does not issue a purchase order to Logicalis or otherwise accept a Logicalis quotation to renew such Cisco Cloud Services, or does not otherwise provide written notice of non-renewal, at least forty-five (45) days prior to the end of the then-current subscription term thereof, then the Cisco Cloud Services shall automatically renew and Customer agrees to pay Logicalis for such renewed subscription term at the rates charged by Logicalis therefor.

Terms Applicable for Professional Services Sales

1. To the extent applicable, the terms of the NASPO ValuePoint Cisco Master Agreement #AR3227, KS Participating Addendum #000000000000000000047258 are incorporated herein by reference. For all other terms not addressed in the previously stated contract, Logicalis Terms of Sale, found on our website at www.us.logicalis.com/tcsales apply and are incorporated herein by reference.
2. General customer responsibilities, project assumptions, change management processes, and other terms applicable to the delivery and receipt of services (as applicable to this Quotation), found at us.logicalis.com/gcr, are incorporated herein by reference.
3. Unless otherwise mutually agreed upon, reasonable travel expenses will be tracked separately and billed directly to Customer. Travel expenses will include cost incurred from travel (airfare, rental car, mileage, tolls and lodging). Meals, if any, will be billed at the per diem rate of \$65.

Quotation Acceptance

By signing below, the undersigned accepts this offer and confirms that he/she is authorized to purchase these items on behalf of Customer. This offer may be accepted by purchase order or other acknowledgement of acceptance, including, without limitation, by signing this document. Any reference to a Customer's Purchase Order or P.O. number does not indicate Logicalis' acceptance of terms and conditions referenced on/attached to any such P.O.

Accepted By:
Garden City USD 457

Accepted By:
Logicalis, Inc.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

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MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Roxie Schafer, Director of Technology
DATE: June 4th, 2024
RE: Server for SWC Mass Communication Project

ISSUE:

The Board of Education is asked to consider and approve the purchase of the back end server for the SWC mass communication project

BACKGROUND:

At the March 4th Board meeting, the Board approved the Safety and Security Plan. That plan included the purchase and implementation of SWC's mass communication product. The district is required to provide a server for the software that will assist in running the communication system. As the district moves forward with this project and installs SWC's product in additional schools, this server will be able to support those installations as well.

ALTERNATIVES:

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

RECOMMENDATION:

The Technology Department recommends that the Board of Education consider and approve the purchase of the Lenovo ThinkSystem SR630 with a 3yr warranty under the KS-NASPO contract.

FISCAL NOTE:

\$22,593 to be paid from the security account: 016 E 2840 17 1000 017 02 736

Adequate funds are available

ATTACHMENTS:

ThinkSystem SR630.pdf

Customer Name: GARDEN CITY UNIF
SCH DIST 457

Lenovo Global Technology (United States) Inc.

Customer Number: 1213348380



Bid Request No. BRDNS006063009 V1

Sales Representative: Tyler Diaz

Created On: 29-May-2024

Phone Number:

Last Updated: 31-May-2024

Email: tdiaz@lenovo.com

Lenovo Master Contract No. MC00021106

Lenovo Pricing Contract: 5324972999

Customer Contract No. KS-NASPO VP-
23014/0000000000000000000055223

Shipping Condition: GL Standard
Lenovo Contract Code: EKSVP231

Thank you for requesting a quote from Lenovo. Your complete quote information is included below. Please feel free to reach me by phone or email if you need further assistance.

PRODUCT AND SERVICE DETAILS

Part Number	Description	F/B	Qty	Unit Price	End Date	Total
7Z71TMSA00	ThinkSystem SR630 V2-3yr Warranty	F	1	22,593.00	31-Jul-2024	22,593.00
5641PX5	XClarity Pro, Per Endpoint w/5 Yr SW S&S	F	1	0.00	31-Jul-2024	0.00
7S05CTOBWW	Windows Server 2022	F	1	0.00	31-Jul-2024	0.00
5372SWX	xSeries HIPO	F	1	0.00	31-Jul-2024	0.00
5374CM1	Configuration Instruction	F	1	0.00	31-Jul-2024	0.00
7S05CTONWW	Microsoft SQL Server 2022	F	1	0.00	31-Jul-2024	0.00
5372SWX	xSeries HIPO	F	1	0.00	31-Jul-2024	0.00
7Q13CTOSWW	SERVER INSTALLATION	F	1	0.00	31-Jul-2024	0.00
7Q01CTO9WW	SERVER PREMIER ESSENTIAL 24x7x4	F	1	0.00	31-Jul-2024	0.00
					Grand Total	USD 22,593.00

CONFIGURATION DETAILS

Part Number	SKU (MTM_VK)	Component	Description	Qty
7Z71TMSA00			ThinkSystem SR630 V2-3yr Warranty	1
	7Z71_X_BNAQ	BNAQ	Enable selection of latest options and features where available. Previous versions are disabled. To be able to select the previous versions, select None.	1
	7Z71_X_BH9P	BH9P	ThinkSystem 1U 3.5" Chassis with 4 Bays	1
	7Z71_X_BFYE	BFYE	Operating mode selection for: "Efficiency - Favoring Performance Mode"	1
	7Z71_X_BB3M	BB3M	Intel Xeon Gold 5315Y 8C 140W 3.2GHz Processor	1
	7Z71_X_B965	B965	ThinkSystem 32GB TruDDR4 3200 MHz (2Rx8 1.2V) RDIMM	8
	7Z71_X_5978	5978	Select Storage devices - configured RAID	1
	7Z71_X_AUNJ	AUNJ	ThinkSystem RAID 930-8i 2GB Flash PCIe 12Gb Adapter	1
	7Z71_X_B9XE	B9XE	Controller 1 HW RAID Array 1 RAID 5	1
	7Z71_X_AUU2	AUU2	ThinkSystem 3.5" 300GB 15K SAS 12Gb Hot Swap 512n HDD	4
	7Z71_X_B8L3	B8L3	ThinkSystem 1U/2U 4x3.5" SAS/SATA	1

Part Number	SKU (MTM_VK)	Component	Description	Qty
			Backplane	
	7Z71_X_B8MW	B8MW	ThinkSystem 1U PCIe Gen3 x16/x16 Riser 1	1
	7Z71_X_BFR3	BFR3	ThinkSystem 1U LP+FH BF Riser Cage NVFF5.0 Riser 1	1
	7Z71_X_AUZX	AUZX	ThinkSystem Broadcom 5720 1GbE RJ45 2- Port PCIe Ethernet Adapter	1
	7Z71_X_BNFG	BNFG	ThinkSystem 750W 230V/115V Platinum Hot- Swap Gen2 Power Supply v3	2
	7Z71_X_6400	6400	2.8m, 13A/100-250V, C13 to C14 Jumper Cord	2
	7Z71_X_AUPW	AUPW	ThinkSystem XClarity Controller Standard to Enterprise Upgrade	1
	7Z71_X_BH9M	BH9M	ThinkSystem V3 1U Performance Fan Option Kit v2	6
	7Z71_X_B8LA	B8LA	ThinkSystem Toolless Slide Rail Kit v2	1
	7Z71_X_B0MK	B0MK	Enable TPM 2.0	1
	7Z71_X_B7XZ	B7XZ	Disable IPMI-over-LAN	1
	7Z71_X_B97M	B97M	ThinkSystem SR630 V2 MB	1
	7Z71_X_AUNP	AUNP	ThinkSystem RAID 930/940 SuperCap	1
	7Z71_X_B0ML	B0ML	Feature Enable TPM on MB	1
	7Z71_X_BHS7	BHS7	UEFI Operating Modes Support	1
	7Z71_X_2302	2302	RAID Configuration	1
	7Z71_X_9201	9201	Windows Specify	1
	7Z71_X_9205	9205	Drop-in-the-Box Specify	1
	7Z71_X_9206	9206	No Generic Preload Specify	1
	7Z71_X_BA12	BA12	Controller 1 HW RAID Array 1 HDDs	4
	7Z71_X_BK14	BK14	Low voltage (100V+)	1
	7Z71_X_B8KS	B8KS	ThinkSystem 1U 4x3.5" SAS/SATA HDD Type Label	1
	7Z71_X_B8KY	B8KY	Thinksystem WW Lenovo LPK	1
	7Z71_X_B97B	B97B	XCC Label	1
	7Z71_X_C0FJ	C0FJ	ThinkSystem SR630 V2 Agency Label, no ES mark	1
	7Z71_X_AUTV	AUTV	ThinkSystem large Label for non- 24x2.5"/12x3.5"/10x2.5"	1
	7Z71_X_AWF9	AWF9	ThinkSystem Response time Service Label LI	1
	7Z71_X_B97G	B97G	SR630 V2 Service Label for LI	1
	7Z71_X_B97K	B97K	ThinkSystem SR630 V2 Model Number Label	1
	7Z71_X_B8JV	B8JV	ThinkSystem 750W Pt Power Rating Label WW	1
	7Z71_X_BA1W	BA1W	ThinkSystem V3 1U SFF Front BP SATA/SAS Cable	1
	7Z71_X_BMJD	BMJD	ThinkSystem 3.5" BP Power Cable v2	1
	7Z71_X_BC0M	BC0M	ThinkSystem Supercap Cable	1
	7Z71_X_BE0E	BE0E	N+N Redundancy With Over-Subscription	1
	7Z71_X_B955	B955	ThinkSystem 4R ICX CPU HS Clip	1
	7Z71_X_B978	B978	ThinkSystem SR630/SR850/SR860 V2 Standard Heatsink	1
	7Z71_X_BHJS	BHJS	1U MB PSU Airduct for CPU>125W	1
	7Z71_X_B173	B173	Companion Part for XClarity Controller Standard to Enterprise Upgrade in Factory	1

Part Number	SKU (MTM_VK)	Component	Description	Qty
	7Z71_X_AVWK	AVWK	ThinkSystem EIA Plate with Lenovo Logo	1
	7Z71_X_B989	B989	ThinkSystem V2 1U Package	1
	7Z71_X_B984	B984	ThinkSystem 1U PLV Top Cover Sponge	1
	7Z71_X_BEYJ	BEYJ	ThinkSystem MS Height CPU Dummy	1
	7Z71_X_B8NJ	B8NJ	ThinkSystem 1U MS Fan Dummy	2
	7Z71_X_B8NM	B8NM	ThinkSystem 1U MS Air Duct	1
	7Z71_X_AURS	AURS	Lenovo ThinkSystem Memory Dummy	8
	7Z71_X_B5WJ	B5WJ	ThinkSystem OCP3 Filler	1
	7Z71_X_AUWG	AUWG	Lenovo ThinkSystem 1U VGA Filler	1
	7Z71_X_A2HP	A2HP	Configuration ID 01	1
5641PX5			XClarity Pro, Per Endpoint w/5 Yr SW S&S	1
	5641_X_1341_5641 PX5	1341	Lenovo XClarity Pro, Per Managed Endpoint w/5 Yr SW S&S	1
	5641_X_3444_5641 PX5	3444	Registration only	1
7S05CTOBWW			Windows Server 2022	1
	7S05_X_S62D_7S05 CTOBWW	S62D	Windows Server 2022 Standard (16 core) - MultiLang (not preinstalled)	1
	7S05_X_S632_7S05 CTOBWW	S632	Windows Server Standard 2022 to 2019 Downgrade Kit-Multilanguage	1
	7S05_X_3523_7S05 CTOBWW	3523	Drop-in-the-Box	1
	7S05_X_3444_7S05 CTOBWW	3444	Registration only	1
5372SWX			xSeries HIPO	1
	5372_X_SA8B_5372 SWX	SA8B	Microsoft SQL Server 2022 Standard 4 core - English	1
	5372_X_SA8V_5372 SWX	SA8V	Microsoft SQL Server 2022 Standard 2 Core Additional License	2
	5372_X_SA8Z_5372 SWX	SA8Z	SQL Svr Standard Edtn 2022 Downgrade Kit - English	1
5374CM1			Configuration Instruction	1
	5374_X_AVE3_5374 CM1	AVE3	ThinkSystem RAID 930-8i 2GB Flash PCIe 12Gb Adapter placement	1
	5374_X_A2JX_5374 CM1	A2JX	Controller 01	1
	5374_X_A2HP_5374 CM1	A2HP	Configuration ID 01	1
7S05CTONWW			Microsoft SQL Server 2022	1
	7S05_X_SA4X_7S05 CTONWW	SA4X	Microsoft SQL Server 2022 Standard 4 core - English	1
	7S05_X_SA5F_7S05 CTONWW	SA5F	Microsoft SQL Server 2022 Standard 2 Core Additional License	2
	7S05_X_SA5K_7S05 CTONWW	SA5K	SQL Svr Standard Edtn 2022 Downgrade Kit - English	1
	7S05_X_3523_7S05 CTONWW	3523	Drop-in-the-Box	1
	7S05_X_3444_7S05 CTONWW	3444	Registration only	1
5372SWX			xSeries HIPO	1
	5372_X_S63S_5372	S63S	Windows Server 2022 Standard (16 core) -	1

Part Number	SKU (MTM_VK)	Component	Description	Qty
	SWX		MultiLang (not preinstalled)	
	5372_X_S64F_5372 SWX	S64F	Win Svr Standard 2022 to 2019 Downgrade Kit-Multilanguage	1
7Q13CTOSWW			SERVER INSTALLATION	1
	7Q13_X_QA51	QA51	SR630 V2	1
	7Q13_X_QA1T	QA1T	Hardware Installation (Business Hours)	1
7Q01CTO9WW			SERVER PREMIER ESSENTIAL 24x7x4	1
	7Q01_X_QA0Y	QA0Y	Months	36
	7Q01_X_QA51	QA51	SR630 V2	1
	7Q01_X_QA12	QA12	Essential	1
	7Q01_X_QA14	QA14	YDYD	1
	7Q01_X_QA18	QA18	Premier	1



Did you know that Lenovo can help wrap all of your hardware, software and services into a single cost-effective fixed monthly payment by using Lenovo Financial Services? Conserve capital, lower your cost of use and gain top performance with ongoing support. **Ask us how!**

TERMS AND CONDITIONS

Prices quoted are valid through 31-Jul-2024 but are subject to change due to events outside Lenovo's reasonable control which may necessitate a price increase. Pricing does not include taxes, fees, or other charges which may be imposed on the items purchased.

Unless a separate agreement exists between Lenovo and Customer, all purchases are subject to the Lenovo Terms and Conditions displayed at the following internet address: <https://download.lenovo.com/lenovo/content/pdf/tnc/tc2.pdf>

Thank you for choosing Lenovo!

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Maria Gomez-Rocque, Deputy Superintendent of Curriculum and Instruction
DATE: July 1, 2024
RE: Capturing Kids' Hearts Quote

ISSUE:

The Board of Education is asked to consider and approve the quote for Capturing Kids' Hearts. This is an SEL curriculum implemented at three buildings in the district.

BACKGROUND:

The Capturing Kids' Hearts resource has been used by Buffalo Jones Elementary, Jenny Wilson Elementary, and Bernadine Sitts Intermediate Center for Social-Emotional Learning. This resource has been used since the 2022-23 school year.

ALTERNATIVES:

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

RECOMMENDATION:

The Deputy Superintendent of Curriculum and Instruction recommends that the Board of Education consider and approve the proposed quote for the Capturing Kids' Heart resources.

FISCAL NOTE:

The Capturing Kids' Hearts resources have been budgeted to support the three buildings.

ATTACHMENTS:

Capturing Kids' Hearts Contract



Capturing Kids' Hearts®

Powered by Flippen Group



CAPTURING KIDS' HEARTS ► SERVICE AGREEMENT

CAPTURE *Hearts*. IMPACT *Culture*. SEE *Change*.

Created by:

Wendy Cox
Capturing Kids' Hearts

Prepared for:

Garden City Public Schools
Date: June 3, 2024

SERVICE AGREEMENT



Garden City Public Schools ("Client" or "you")
1205 Fleming Street
Garden City, Kansas 67846

Thank you for selecting The Flippen Group, LLC, dba Capturing Kids' Hearts ("**CKH**" or "**we**") to serve your organization. Our goal is to provide you with products and services that will both motivate and empower your organization to advance to a new level of success. Please take a moment to review the information below, and then sign and return this form to confirm this Master Services Agreement ("**Agreement**"). We look forward to serving you.

Section 1: Our Commitment

The Agreement itself is between CKH and you, the above-identified Client, although most of the benefits of this Agreement are available to many of your representatives/participants as well. Once accepted by you, this Agreement governs our relationship with regard to all of the "**Products and Services**" as defined in this Agreement, or that may later be mutually agreed upon between the parties with reference to this Agreement; many if not all of which involve training events to be conducted by CKH's representatives ("**Consultants**" or "**Strategists**"). In addition, this Agreement together with the Terms of Use associated with our "**Websites**" governs our relationship over the numerous resources and products that are and will be made available to you during the "**Term**" of this Agreement (collectively, "**Resources**"). Once your acceptance of this Agreement is confirmed, the pricing applicable to you for all such Products and Services and for your access to many of the Resources ("**Access**") become enforceable.

SERVICE AGREEMENT



Section 2: Products and Services

Leadership Solutions	Proposed Timeline	Quantity	Solutions Price	Solutions Subtotal
Capturing Kids' Hearts® Recharged* Full-day training session (one a.m. session and one p.m. session) for up to 60 participants (per session) from the same campus *Prerequisite: Capturing Kids' Hearts® 1 Training, (at least 80% of the participants have attended Capturing Kids' Hearts® 1 Training)	Fall 2024	1	\$6,750.00	\$6,750.00
Campus Traction Visit One-day campus visit involving group and one-on-one sessions with campus administrators and/or Process Champions Team.	Spring 2025	1	\$7,900.00	\$7,900.00
CKH Campus Premium A campus-specific subscription that provides comprehensive ongoing support to leaders and staff who have completed Capturing Kids' Hearts® 1 Training	2024-2025 School Year	3	\$4,000.00	\$12,000.00

Grand Total \$26,650.00



ADDITIONAL CHARGES (where applicable):

TRAVEL EXPENSES:

Travel expenses for each training event or other service provided by CKH under this Agreement are included in the grand total. Unless otherwise agreed in advance, such travel expenses inside the Continental United States will be itemized on invoices and billed at the rate of \$1,250.00 for one-day events, \$1,900.00 for two-day events, and \$2,250.00 for three-day events (per Consultant). Each additional consecutive day for durations in excess of three days will be billed at \$350.00 per day (per Consultant).

FACILITY EXPENSES:

Client (at a minimum) will be responsible for securing facilities/meeting space with adequate square footage, comfortable seating, and light refreshments for all attendees for any training event. Facilities and all related costs will be at Client's expense.

Section 3: Investment

AGREEMENT:

By entering this Agreement, you agree to engage CKH as your provider for our Resources and all the Products and Services as outlined in the accompanying Products and Services section or that may later be mutually agreed between the parties with reference to this Agreement, each of which is incorporated into this Agreement in its entirety by this reference.

Until accepted by you this Agreement and its rates and other pricing terms are non-binding and will expire in 10 calendar days following June 3, 2024. To accept and receive the benefits of this Agreement, your signature and acceptance can only be confirmed by CKH upon our receipt of the signed return of this Agreement on or before, June 13, 2024.

PAYMENT TERMS:

The fees for each of the Products and Services and for your Access to Resources shall be determined based on the applicable Products and Services section as well as the other terms of this Agreement. In the case of Products and Services involving scheduled events, the fees (including travel, if applicable) will be billed when the corresponding Products and Services are provided or rendered.

Subscription(s) services shall commence upon the signing of this agreement or June 1, 2024 for the 2024-2025 school year(s) (whichever occurs later) through May 31, 2025. Unless terminated in writing, subscription service(s) will automatically renew on June 1st annually at current rates. Should subscription costs increase by more than 20% over this agreement, the Client will be given 60 days' notice of the rate increase.

Purchase Orders for each scheduled item that is part of the Products and Services section, must be submitted to CKH at least 45 days prior to the scheduled event.

Invoices are due upon receipt. Please make all checks payable to Capturing Kids' Hearts.

SURCHARGES & TAXES:

For Products or Services sold or accessed or Services performed in jurisdictions where taxes, including sales tax, apply to the corresponding transactions under this Agreement, Client shall be responsible for payment of such taxes or for reimbursement of the payment of such taxes when they are paid by or for CKH.



Section 4: Policies

SCHEDULING:

CKH will need someone designated in Client organization to work with on scheduling and event planning needs.

CKH will contact you upon confirmed signing of this Agreement to begin setting up dates for Products and Services to be rendered on the applicable Products and Services section.

Confirmation of all scheduled dates of service will be made via email and is subject to cancellation terms as listed in this Agreement.

CKH may need to communicate with the Client's members/Participant(s) via e-mail to communicate pertinent details about events or products they are attending/experiencing. These e-mail addresses are not shared with any third-party organizations and are only used for the events they are attending. These email addresses are NOT used for soliciting purposes.

FACILITIES/EVENT SET-UP:

You and CKH will mutually agree upon the location of any event as part of the Products and Services section, which should be resolved at least 30 days prior to a scheduled service. CKH will provide event-specific details for any scheduled service (including square footage requirements, AV needs, schedule, and other logistics to be coordinated). Should any of those details need to be altered, prior approval by CKH would be needed.

RECORDING/MEDIA:

Video and/or audio taping of events is strictly prohibited without prior written approval by CKH.

Media representatives are not allowed to attend events without prior written approval by CKH.

DEPOSITS and CANCELLATIONS:

- No deposit is required.
- CKH requires a cancellation notice of 90 days prior to any scheduled date of service. A cancellation notice received inside the 90-day window will result in the full contractual fee being assessed as of the date of cancellation. To the extent not offset by duplicate expenses incurred by CKH, the fee charged for such cancellation may be credited to the event once that event is rescheduled, although any amounts paid for Products or Services that are unused by your organization within the 12 months following the date of signature of this Agreement will be forfeited.
- Travel expenses that CKH has incurred and that must be cancelled because of the Client rescheduling or cancelling a product(s) or service(s) without at least two weeks' advance notice may result in extra charges to the Client.
- In the event an assigned CKH Consultant/Strategist is subject to illness, travel delay, or unavoidable emergencies, the event can be rescheduled/restructured/reassigned.
- Force Majeure: Except with regard to payment obligations, neither party shall be liable to the other for any failure or delay in performing its obligations under this Agreement where such failure or delay is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), pandemics, epidemics, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service, and no other Party will have a right to terminate this Agreement in such circumstances. Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion so that other prudent precautions could be contemplated.

RESOURCES:



During the course of providing the Products and Services, participants will be provided with various Resources, some of which shall be distributed by hand or by email to participants during or in preparation or follow-up to particular events, and others of which shall be accessed through websites operated by CKH (“Websites”). For the purpose of accessing some or all of the Resources used during our provision of the Products and Services, you will be required to create an account through one or more of the Websites. In the process, you will be required to accept the Terms of Use for the Websites, which will govern your rights and obligations with respect to the content accessed through those Websites, to the extent such Terms of Use are consistent with this Agreement.

Section 5: Intellectual Property

COPYRIGHTS & TECHNOLOGY RIGHTS

CKH’s intellectual property is a crucial part of providing training materials and consulting services to its clients, and CKH could not continue its work if its clients did not honor and respect CKH’s intellectual property rights. All copyrights and other forms of intellectual property protection pertaining to the Resources, including without limitation all content and functionality on or of the Websites, as well as all text, graphics, images, logos, icons, audio, video, tables, algorithms, analytics, reports, and dynamic content associated with the Resources, whether prearranged or created or modified during the course of providing the Products and Services, as well as the selection, arrangement and “look and feel” of all the foregoing, (excluding personal data belonging to you or your authorized users) are the exclusive property of CKH or its licensors. **None of our work or work product is done on a “work for hire” basis, and all our material and work product is owned exclusively by CKH and is subject to one or more of the following: copyright, trademark, patent, license, or trade secret.** Intellectual property and learning/know-how that may be developed while working with any client shall remain the property of CKH. By entering into this Agreement, you are expressly acknowledging and agreeing to the matters set forth in this paragraph and you are agreeing that none of the training materials, notebooks, videos, presentations, processes or concepts may be used by you, for any purpose, without the express advance written consent of CKH. All textual, dramatic, audio, and/or visual Resources are protected by U.S. and international copyright laws. All rights not expressly granted are reserved.

TRADEMARKS:

The trademarks, service marks, designs, and logos displayed on or in conjunction with the Products, Services, Resources or Websites (collectively, the “Trademarks”) are the registered and unregistered trademarks of CKH and its licensors. You agree that you will obtain advance written consent from CKH before referring to or attributing any information to CKH or its licensors in any public medium (e.g., signage, press releases, websites, etc.) for advertising or promotion purposes, or for the purpose of informing or influencing any third party, understanding that such consent may be denied for any or no reason. You also agree that you will not use or reproduce any Trademark of, or imply any endorsement by or relationship with, CKH or its licensors.

USE OF RESOURCES:

Capturing Kids’ Hearts grants individual participants of training a limited, non-exclusive, revocable, and non-transferable license for the Term of this Agreement to view, access, download, display, and otherwise use specific Capturing Kids’ Hearts Resources for their personal and classroom use only. Resources are made available to participants based upon their completed training and provided during training or through site content of Websites.

Access to Resources for participants is based upon both their completion of specific training(s) with Capturing Kids’ Hearts and the contractual relationship between Capturing Kids’ Hearts and the Client, the organization of which the participant is a current member. The relationship with a Client is documented in the products listed in the Products and Services Section and determines the varying levels of access to Resources based upon the training, products or subscriptions purchased. If the participant is no longer part of the Client’s organization, the participant will no longer have access to the resources.

APPLICABLE RESTRICTIONS & REQUIREMENTS:

Any unauthorized use of Resources is prohibited and may violate copyright, trademark, patent, and other applicable laws or regulations and could result in criminal or civil penalties. All Resources are made available for use by you only to the extent



that such use complies with all Applicable Restrictions & Requirements. For these purposes, “**Applicable Restrictions & Requirements**” means any and all of the following: (i) the provisions of this Agreement; (ii) the Terms of Use associated with the Websites; (iii) any other CKH agreements or Products and Services that may be applicable to you; (iv) any written instructions or restrictions provided to you by CKH; and (v) any instructions or restrictions printed on or otherwise accompanying any copies of the Resources that are provided to you, or that appear on Websites that are associated with such Resources. To be clear, except to the extent expressly permitted in writing as part of the Applicable Restrictions & Requirements, your rights do not include rights to do any of the following (collectively, “**Prohibited Actions**”), all of which you are prohibited from doing without CKH’s express prior written consent: (i) reproduce, modify, translate, aggregate, distribute, sell, commercially exploit, transmit, post, make derivatives of, or publicly disclose any of the Resources, or any portion thereof, in any way not expressly permitted in writing by CKH; (ii) remove, redact, or omit any and all copyright and other proprietary notices displayed on the Resources or on any permitted copies thereof; (iii) use of any data mining, robots or similar data gathering or extraction methods in connection with the Resources or the Websites; (iv) download (other than page caching) of any portion of the Resources or the Websites except to the extent expressly authorized during provision of the Products and Services; (v) reverse engineer or access the Resources or the Websites in order to develop or use any competitive website, content, app, product or service; (vi) use any of the Websites, Products or Resources other than for their intended purposes; (vii) resell any Resources or other Products delivered or otherwise acquired by you during the course of the Services or otherwise through the Websites; (viii) store, transport or use any Products or Resources in an unsafe or reckless manner or in any manner prohibited by law or regulation; or (ix) use any of the Resources in any manner not permitted by law or regulation. CKH may also impose additional reasonable limits on the scope of your access to and use of the Resources, including limits on time or number of materials accessed or machines used to access such Resources, in part to prevent unauthorized third-party access to or use of such Resources.

CONFIDENTIALITY:

This Agreement and its various terms (including the pricing, combination of services and solutions, and other terms of all associated Products and Services section) as well as metrics, observations and personal information about Client’s participants that may be contained or reflected in Deliverables (collectively, “**Confidential Information**”) shall be treated as confidential by Client and shall not be disclosed to any third parties throughout the Term of this Agreement and for five (5) years thereafter. However, notwithstanding the foregoing, Client may disclose such Confidential Information in compliance with judicial or other governmental orders or open records requests, provided that (i) Client shall give CKH at least ten business days advance written notice before so disclosing in response to such orders or requests, and (ii) Client shall reasonably cooperate with CKH to accommodate any requests from CKH to secure protective orders or to limit the scope of responses to the extent legally permissible.

Section 6: Disclaimers

Client accepts and must accept all of the Resources, Access, Products and Services, including any work products, results or deliverables produced thereby (collectively, “**Deliverables**”), “AS IS” and with all faults and errors. CKH HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THAT MIGHT RELATE TO THE RESOURCES, ACCESS, SERVICES OR ANY DELIVERABLES, EXCEPT FOR ANY SPECIFIC WARRANTIES THAT MAY BE EXPRESSLY PROVIDED IN THE TERMS OF THIS AGREEMENT, IF ANY. The entire risk as to the functionality, operation, and results is with the Client, and neither CKH nor any of its Consultants or other representatives assumes any risk or obligation in connection therewith. CKH hereby disclaims any and all liability, risk, obligation, or responsibility for decisions made or actions taken by Client after use of the Products, Resources, Access, Services, or any Deliverables. CKH shall in no way be responsible or liable for CLIENT’S use of (1) the Resources, Access, Products, Services, or Deliverables, (2) the information and data provided by third parties in order to use the Resources, Access, Products, Services or Deliverables; or (3) the information or results obtained through the Resources, Access, Products, Services or Deliverables. CKH does not guarantee or warrant any particular result or success as a result of the use of the Resources, Access, Products, Services, or Deliverables. Instead, the Resources, Access, Products, Services, and Deliverables should be considered tools to assist the Client, but they should not be treated as a singular solution.



In no event shall CKH or any of its Consultants or other representatives be liable for or responsible for any indirect, incidental, or consequential damages or injuries related to Client's or its representative's use of: (1) the Resources, Access, Products, Services or Deliverables; (2) the information and data provided by third parties in order to use the Resources, Access, Products, Services or Deliverables; or (3) the information or results obtained through the Resources, Access, Products, Services or Deliverables. The maximum possible liability of CKH shall not exceed the lesser of (a) the amount that the Client paid for the Resources, Access, Products, Services, or Deliverables that directly relate to the claim giving rise to such liability or (b) the full retail cost of those same Resources, Access, Products, Services or Deliverables.

No information shared by CKH verbally or in writing can be constituted to be professional advice, such as medical, legal, financial, psychological, business, or counseling advice. Diagnosing medical or psychological conditions cannot be done through a coaching process and should only be done by licensed professionals.

Section 7: Entirety & Interpretation

Once accepted, this Agreement together with the Terms of Use associated with our Websites represents the entire agreement, and supersedes any and all previous understandings, between you and CKH as pertains to our Products and Services and your Access to Resources. To be valid and enforceable, any amendment or modification to this Agreement, which may be in the form of a subsequent Products and Services Amendment that expressly invokes this Agreement, must be in a writing and signed by the respective authorized representatives to be bound thereby. This Agreement shall be construed, interpreted, and enforced exclusively under the laws and venue applicable in College Station, Brazos County, Texas. Section and paragraph headings have been included in this Agreement in hopes of facilitating ease of reference, but such headings shall not affect the interpretation of this Agreement. In the event of any inconsistency that cannot be reasonably resolved between this Agreement and an applicable Products and Services, the Products and Services section shall control for purposes of resolving the inconsistency, and a more recent Products and Services section shall control over inconsistent terms in Products and Services section(s). To the extent of any inconsistency that cannot be reasonably resolved between this Agreement and the Terms of Use associated with our Websites, this Agreement shall control throughout the Term, while the Terms of Use will control after the Term. You also agree that this Agreement will not be construed against CKH by virtue of having drafted it.

Section 8: Acceptance & Term

To indicate your acceptance of this Agreement without changes, the Client should have its authorized representative sign where indicated below and return the signed Agreement to Capturing Kids' Hearts via email to wendy.cox@capturingkidshearts.org. Once returned, the date of your authorized representative's signature shall be treated as the effective start date of this Agreement. The enforceable term of this Agreement ("**Term**") shall extend until all services on the Products and Services section are from the Effective Date, unless sooner terminated, except that the Term shall be automatically extended through the last day of your Subscription Access, including any and all Renewal Terms for such Access.

Either party to this Agreement may terminate this Agreement at any point during the Term by providing ninety days' written notice to the other in the event that such other party materially breaches any provision of this Agreement, unless that other party cures such breach during those ninety days. All unpaid payment obligations and all rights and obligations under Intellectual Property of this Agreement shall survive any termination of this Agreement.

Section 9: Confirmation

On behalf of the Client, the undersigned individual hereby confirms that they have read and understand all the terms and conditions of this Agreement, and, as the contact person and authorized representative of the Client for all purposes of this

SERVICE AGREEMENT



Agreement, will endeavor to see that all policies and related details are understood and completed by all Client involved parties in the planning of the Products and Services. The undersigned individual applies their signature to this Agreement on behalf of their respective party for the purposes of entering into a legally binding contractual relationship between CKH and Client.

If you have any questions or need additional assistance, please do not hesitate to contact us.

Garden City Public Schools

By: *Jessica Nothern*

Printed Name: Jessica Nothern
Client's Authorized Representative

Title: CFO

Date: 06 / 04 / 2024

Contact Information:
Capturing Kids' Hearts
Attn: Wendy Cox
wendy.cox@capturingkidshearts.org
1199 Haywood Drive
College Station, TX 77845
Phone: 800-316-4311
Fax: 877-941-4700

Signature Certificate

Reference number: 4HU2H-YNJFA-TCLJK-TVOFV

Signer

Ben Luna

Email: bluna2@gckschools.com

Shared via link

Sent:

Viewed:

Signed:

Timestamp

03 Jun 2024 21:52:42 UTC

04 Jun 2024 14:53:51 UTC

04 Jun 2024 18:34:53 UTC

Signature

Jessica Notheru

IP address: 24.248.108.16

Location: Garden City, United States

Document completed by all parties on:

04 Jun 2024 18:34:53 UTC

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Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.



MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Jessica Nothern, Chief Financial Officer
DATE: June 21, 2024
RE: Workman's Comp Insurance Renewal

ISSUE:

The Board of Education is asked to approve the renewal for Work Comp insurance through RAS for FY25.

BACKGROUND:

This year our MOD has slightly increased from FY24. We were running at .89 and are now coming in at .94, anything under 1.0 is considered good. The MOD is based on a 3 year lookback and the claims that were paid out. RAS's rates actually decreased, but with the increase in our MOD our annual premium will be \$307,939 for FY25, up from \$300,423 in FY24. We are going to start implementing some trainings through Iron Insurance to continue to keep our MOD down. Iron Insurance is our agent for Work Comp and will put our plan out for bids for FY26 just to make sure we are choosing the best company for the district. We have had no issues in working with RAS.

ALTERNATIVES:

No other alternatives applicable

RECOMMENDATION:

1. Approve the renewal with RAS.
2. Deny the renewal with RAS.
3. Recommend an alternative solution.

FISCAL NOTE:

The total expense for this purchase is \$307,939.00. This purchase will be budgeted in FY25 from the following account: 006 E 1000 21 0000 001 00 260.

ATTACHMENTS:

Board Packet – Work Comp Renewal

EXTENSION OF INFORMATION PAGE SCHEDULE

This endorsement completes the information shown under Item 4. Premium on the Information Page.

Rate change as of: **7/1/2024**

NCCI Rate Effective: **7/1/2024**

State: **KS**

Unit: **1 - USD 457 Garden City**

Rating Period: **7/1/2024 To 7/1/2025**

<u>Code No.</u>	<u>Classifications</u>	<u>Effective</u>	<u>Total Estimated Annual Remuneration</u>	<u>Rates Per \$100 of Remuneration</u>	<u>Estimated Annual Premium</u>
7380	DRIVERS, CHAUFFEURS, MESSENGERS AND THEIR HELPERS NOC-COMMERCIAL	7/1/2024	\$1,394,221	3.43	\$47,822
8868	COLLEGE: PROFESSIONAL EMPLOYEES & CLERICAL	7/1/2024	\$52,657,294	0.35	\$184,301
9101	COLLEGE: ALL OTHER EMPLOYEES	7/1/2024	\$5,212,579	2.56	\$133,442

Employer Liability Limits: Workers' Compensation \$1,000,000 / \$1,000,000 / \$1,000,000

Total Manual Premium		\$365,565
\$1,000,000/1,000,000/1,000,000	1.1%	\$4,021
M&I Ded \$5000 Per Claim	17.1%	(\$62,512)
Subject Premium		\$307,074
Unmodified Premium		\$307,074
Experience Mod	0.94	(\$18,424)
Modified Premium		\$288,650
Schedule Credit/Debit	16.35%	\$47,194
Standard Premium		\$335,844
Premium Discount	11.9%	(\$39,965)
Expense Constant		\$200
Terrorism Act	1%	\$5,926
DTEC Act	1%	\$5,926
Policy Premium		\$307,931
Total Premium & Surcharges		\$307,931

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy No: WC020-0045723-2024A
 Endorsement Effective: 7/1/2024
 Insured: USD 457 Garden City
 Additional Premium: \$307,931
 Insurance Company: First Dakota Indemnity Company
 Countersigned by: _____

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MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Jessica Nothern, Chief Financial Officer
DATE: June 21, 2024
RE: Property & Casualty Insurance

ISSUE:

The Board of Education is asked to discuss options for the district's Property & Casualty Insurance.

BACKGROUND:

The district's Property & Casualty Insurance is currently through EMC Insurance. EMC has seen significant losses for the past several years and has restructured their plans. We are paid through 12/31/2024 under past conditions. New conditions, if we choose to remain with EMC, include 1% deductibles on all claims. The 1% is of the amount we have the specific property insured. We have been presented a new option by Iron Insurance through the State pool called KICS. KICS is roughly \$480,000 more per year but has a defined deductible of \$250,000 per occurrence. There are pros and cons to EMC and KICS. The Board will need to discuss how they would like me to proceed.

ALTERNATIVES:

EMC Insurance
KICS Insurance

RECOMMENDATION:

1. Discuss the options.
2. Approve one of the options.
3. Recommend an alternative solution.

FISCAL NOTE:

The annual expense for EMC would be around \$680,000. The annual expense for KICS would be \$1,158,824.

ATTACHMENTS:

None

MEMORANDUM

TO: Board of Education
THRU: Dr. Mike Dominguez, Superintendent
FROM: Jessica Nothern, Chief Financial Officer
DATE: June 27, 2024
RE: Revenue Neutral Rate

ISSUE:

The Board of Education is asked to approve the intent to exceed the Revenue Neutral Rate (RNR) for FY25.

BACKGROUND:

The District has to notify the County Clerk of the tax rate proposed for the new fiscal year, if planning to exceed the RNR. The deadline for notification is July 20, 2024 and this notification also identifies the date the RNR hearing will be held. This hearing must take place prior to or in conjunction with the budget hearing between August 20th and September 20th. I plan to have both the RNR Hearing and Budget Hearing on September 9th, 2024 prior to the regular Board meeting. Hearing information will be published in the Garden City Telegram at least 10 days prior. This tax rate becomes the maximum allowed for the district, but the district is not mandated to adopt that specific rate. I will be setting the rate higher than I anticipate needing, just to have the authority if need be, once the budget is complete.

ALTERNATIVES:

None

RECOMMENDATION:

1. Approve the intent to exceed the RNR
2. Suggest an alternative

FISCAL NOTE:

None until the budget is adopted.

ATTACHMENTS:

None