Regular Board of Education Meeting

Thursday, June 25, 2026 5:00 PM
Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846

A. **PLEDGE**
B. **SILENT REFLECTION**
C. **APPROVAL OF AGENDA with the following amendments:**
1. Additional certified personnel actions for consideration, Item D.3.
2. Additional 2026-27 handbooks for consideration, Item D.4.j.
3. Add Item E., Unfinished Business.
4. Remove Item D.4.h. from the Consent Agenda, The Board of Education is asked to consider and approve the new Board of Education Policy IIBGC Staff Online Activities, and move it to Unfinished Business, Item E.1.

D. **CONSENT AGENDA**
1. Minutes
a. Minutes of June 8, 2026, Regular Board of Education meeting.
2. Accounts Payable totaling $8,791,992.21, noting that all major accounts contain adequate balances to meet current obligations.
3. Personnel
a. Certified
b. Classified
4. Other
a. The Board of Education is asked to consider and adopt a RESOLUTION FOR YEAR END TRANSFERS.
b. The Board of Education is asked to consider and approve the following Curriculum Council items:
i. New Requests - High School
Project Search
c. The Board of Education is asked to consider and approve the quote proposed for replacing the control system for the net and goals in the gyms at Garden City High school — Power-Touch 6 Pro Primary Panel - 16 Devices — ATHCO, in the amount of $25,410.00.
d. The Board of Education is asked to consider and approve Service Order #10 for the Kenneth Henderson Middle School expansion with a proposed design and bid fee of 7.5% of the owners' cost of the work.
e. The Board of Education is asked to consider and approve Service Order #11 for the security vestibule remodels at Bernadine Sitts Intermediate Center and Charles Stones Intermediate Center with a proposed design and bid fee of 8% of the owners' cost of the work.
f. The Board of Education is asked to consider and approve Service Order #12 for the Jennie Wilson Elementary School remodel with a proposed design and bid fee of 8% of the owners' cost of the work.
g. The Board of Education is asked to consider and approve the revised Board of Education Policy JCDBC Student Personal Electronic Communications Devices.
h. The Board of Education is asked to consider and adopt the 2027-2028 District Calendar.
i. The Board of Education is asked to consider and approve a Memorandum of Agreement (MOA) between Russel Child Development Center (RCDC) and USD 457 Garden City Parents as Teachers to implement the Maternal, Infant, and Early Childhood Home Visiting (MIECHV) program, a one-year agreement from

September 30, 2026, through September 30, 2027.

j. The Board of Education is asked to consider and approve the following 2026-27 handbooks.

- Administrator Handbook
- Classified Handbook
- GCHS Athletic/Activity Handbook
- Middle Schools Athletic and Activity Handbook

E. **UNFINISHED BUSINESS**

1. The Board of Education is asked to consider and approve the new Board of Education Policy IIBGC Staff Online Activities.

F. **NEXT BOARD MEETING**

G. **ADJOURNMENT**

GARDEN CITY PUBLIC SCHOOLS

DRAFT **MINUTES** *DRAFT*

Regular Board of Education Meeting Monday, June 8, 2026 - 6:00 PM

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

The Board of Education of Garden City USD 457 met for a Regular meeting on Monday, June 8, 2026, at 6:00 PM in the Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846.

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

President Randy Ralston called the meeting to order at 6:00 PM.

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

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

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

C.1. Remove item D.1., Recognition of the Ronald McDonald House (Wichita) Pop Tab Challenge winning school.
C.2. Additional certified and classified personnel actions for consideration, Consent Agenda item E.3.
C.3. Remove the GCHS Athletic/Activity Handbook and the Middle Schools Athletic and Activity Student Handbook from item E.4.a., The Board of Education is asked to consider and approve the following 2026–2027 handbooks, on the Consent Agenda.

Action(s):
I move to approve the meeting agenda as amended. This motion, made by Mark Hinde and seconded by Nathan Haeck, Carried.

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

Voting Summary: Yea: 7, Nay: 0

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

D.1. **Building Presentation — Virtual Academy** Diane Elliott, Virtual Academy Director, presented the following.

- Why Virtual? Students
- Why Virtual? Parents
- Flexible. Focused. Future Ready.
- Video Presentation
- Celebration
- Family Engagement
- H.S. Kansas assessment scores
- Opportunities

Board members' questions were answered.

E. **CONSENT AGENDA**

Action(s):
I move to approve all consent agenda items as amended. This motion, made by Mark Hinde and seconded by Jacob Jenkins, Carried.

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

Voting Summary: Yea: 7, Nay: 0

E.1. **Minutes**
E.1. a. Minutes of the May 26, 2026, Regular Board of Education Meeting – approved as presented.
E.2. **Accounts Payable** totaling $381,300.57, noting that all major accounts contain adequate balances to meet current obligations – approved as presented.
E.3. **Personnel** – all certified and classified personnel actions were approved as presented.
E.3.a. **Certified:**
Resignations: Lindsay Edwards, Jennifer Hands, Lucy Kitch, Gregory Plude
Appointments: Crystal Castillo, Zoey Isom, Micah Koksal, Jordan Siek, Jacynda Vargas
Transfers:

- Amanda Johnson from fourth grade position at Gertrude Walker Elementary School to instructional coach/interventionist position at the Georgia Matthews Elementary School.
- Nema Mendoza from adaptive/interrelated position at Alta Brown Elementary School to adaptive/interrelated position at Florence Wilson Elementary School.
- Hugo Cano from Spanish position at Horace Good Middle School to mathematics position at Horace Good Middle School.
- Seth Drees from adaptive/interrelated position at Garden City High School to special education department lead position at Garden City High School.
- Kyler Lamb from physical education at Charles Stones Intermediate Center to physical education position at Horace Good Middle School.

- Alex Lopez- Contreras from sixth grade position at Abe Hubert Elementary School to Spanish position at Horace Good Middle School.
- Sara Reep from business/computer position at Horace Good Middle School to financial literacy position at Horace Good Middle School.
- Cheston Skinner from physical education position at Horace Good Middle School to Teacher on Special Assignment at Horace Good Middle School.
- Keyhana Turner from physical education position at Gertrude Walker Elementary School/Plymell Elementary School to physical education position at Charles Stones Intermediate Center.
- Lupe Vera from third grade position at Buffalo Jones Elementary School to mathematics position at Horace Good Middle School.

Position Changes:

- Closed 1.0 adaptive/interrelated position at Horace Good Middle School
- Closed 1.0 adaptive/interrelated position at Edith Scheuerman Elementary School
- Opened 1.0 adaptive/interrelated position at Bernadine Sitts Intermediate Center
- Opened 1.0 special education department lead position at Garden City High School
- Closed 1.0 Admin Intern position at Horace Good Middle School
- Opened 1.0 Teacher on Special Assignment (TOSA) position at Horace Good Middle School

Tuition Reimbursement Agreement: Steven Lynch - Master's Degree

E.3.b. **Classified:**

Resignations: Peggy Rios, Kerry Garcia, Austin Longoria, Alizza Castro, Blanca Prudencio Salmeron, Samantha Perez-Mairena, Jannet Juarez Olandez, Lacey Haughawout, Shannon Wyatt, Iras Castaneda-Gamboa, Emmy Nieman, Erika Serrano, Alma Garcia, Alicia Saldana Rojo

Transfers:

- Maria Sanchez from Custodian l at Garden City Achieve to Custodian ll at Garden City Achieve
- Charles McMillan from Technology l at Buffalo Jones Elementary School to Technology ll at Buffalo Jones Elementary School and Gertrude Walker Elementary School
- Esther Salas from Technology l at Alta Brown Elementary School to Technology ll at Alta Brown Elementary School and Jennie Wilson Elementary School
- Lindsay Mai from Technology l at Florence Wilson Elementary School to Technology ll at Florence Wilson Elementary School and Edith Scheuerman Elementary School
- Linda Gossman from Technology l at Victor Ornelas Elementary School to Technology ll at Victor Ornelas Elementary School and Jennie Barker Elementary School

Position Changes:

- Office Assistant ll position at Garden City Achieve from a 220-day calendar to a 205-day calendar, effective for the 2026-27 school year.
- Closed 1.0 Technology ll position
- Opened 1.0 Technology l position.

E.4. **Other**

E.4.a. Approved the following 2026–2027 handbooks:

- Curriculum Council Handbook
- Elementary Student Handbook
- ESOL Handbook
- Garfield Early Childhood Center Student/Parent Handbook
- GC Achieve Student Handbook
- GCHS Student/Parent Handbook
- Intermediate Student Handbook

- Middle Schools Student-Parent Handbook
- Special Education Process and Procedural Handbook
- Therapeutic Education Program Handbook
- Transportation Student Handbook
- Virtual Academy Adult Handbook
- Virtual Academy Student Handbook

F. **BOARD REPORTS**

F.1. **Long Range Facilities Plan** Brandon Anderson, Director of Plant Facilities, presented the following.

- Introductions
- Setting Long Range Facilities Priorities
- Long Range Plan — 20 Year Projections
- USD 457 Reconfiguration — How it affects P.F.
- What needs to be added to our Plant Facilities Long Range Plan?
- Individual Building Assessments
- FY 2024 Projects
- FY 2025 Projects
- FY 2026 Projects
- FY 23 Energy Savings Contract Project Updates
- FY 2027 Planned Projects
- Financials
- Input from Principals

Board members' questions were answered.

F.2. **Finance Review Speaker(s):** Jessica Nothern, Chief Financial Officer

- Investments
- FY26 Funding Impacts
- FY27 Outlook
- Legislation & New Funding
- FY27 Big Dollar Expenses
- Keeping Wages Competitive
- District Savings & Misc. Revenue
- Notable Cash Balances as of 5.31.2026
- Audits
- Budget Process

Board members' questions were answered.

G. **NEW BUSINESS**

G.1. **The Board of Education is asked to consider and approve the following Curriculum Council items (First Read):** Gina Galpin, Director of Special Education, presented the following for consideration and approval.

- New Requests - High School
  Project Search

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

G.2. **The Board of Education is asked to consider and approve the quote proposed for replacing the control system for the net and goals in the gyms at Garden City High School. (First Read)** Brandon Anderson, Director of Plant Facilities, presented the following.

The current control system for the nets and goals has been experiencing issues of not properly working. The nets and goals are raised and lowered multiple times daily to accommodate students' sports schedules. This has caused emergency maintenance issues where goals have to be manually lifted to allow sporting events to take place. Two options for replacement were presented.

Recommendation was made to approve Option 2, Powr-Touch 6 Pro Primary Panel - 16 Devices - ATHCO, in the amount of $25,410.00.

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

G.3. **The Board of Education is asked to consider and approve Service Order #10 for the Kenneth Henderson Middle School expansion with a proposed design and bid fee of 7.5% of the owners' cost of the work. (First Read)** Brandon Anderson, Director of Plant Facilities, presented the following.

This will cover a large portion of the renovations that need to be made to accommodate for the district reconfiguration to grades 6-8 at the middle schools. The current rough estimate of the project at KH is $13,500,000. If that were our final cost for work done, that would make the final fee to GMCN be 7.5% of that or roughly $1,012,500.

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

G.4. **The Board of Education is asked to consider and approve Service Order #11 for the security vestibule remodels at Bernadine Sitts Intermediate Center and Charles Stones Intermediate Center with a proposed design and bid fee of 8% of the owners' cost of the work. (First Read)** Brandon Anderson, Director of Plant Facilities, presented the following.

This project would be to remodel the security vestibules at BSIC and CSIC which are needed and critical when these campuses change to K-5 for the reconfiguration. The current rough estimate of the project at these 2 campuses is $1,200,000. If that were our final cost for work done, that would make the final fee to GMCN be 8% of that or roughly $96.000.

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

G.5. **The Board of Education is asked to consider and approve Service Order #12 for the Jennie Wilson Elementary School remodel with a proposed design and bid fee of 8% of the owners' cost of the work. (First Read)** Brandon Anderson, Director of Plant Facilities, presented the following.

This project would be to remodel the security vestibule, front office area, library and add 2 classrooms at Jennie Wilson to ensure enough useable space to accommodate 2 tracks during the K-5 reconfiguration. The current rough estimate of the project at this campus is $1,200,000. If that were our final cost for work done, that would make the final fee to GMCN be 8% of that or roughly $96,000.

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

Randy Ralston left the meeting room at 7:24 PM and returned to the meeting room at 7:25 PM.

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

G.6. **The Board of Education is asked to consider and approve the new Board of Education Policy JCDBC Student Personal Electronic Communications Devices. (First Read)** Steve Nordby, Assistant Superintendent, presented the following.

- Previous Policy JCDBC
- HB2299
- Definitions
- Exemptions
- Compliance

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

G.7. **The Board of Education is asked to consider and approve the new Board of Education Policy IIBGC Staff Online Activities. (First Read)** Drew Thon, Deputy Superintendent, presented the following.

During the 2026 legislative session, the Kansas Legislature adopted House Bill 2299, which requires all Kansas school districts to establish policies governing employee communications with students through social media platforms. The law is intended to promote student safety, increase transparency, and establish clear expectations regarding electronic communication between school employees and students.

- HB2299
- IIBGC

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

G.8. **The Board of Education is asked to consider and adopt the 2027-2028 District Calendar. (First Read)** Drew Thon, Deputy Superintendent, presented the following.

The Calendar Committee developed three calendars that were presented to staff and families through a survey, Calendars A, B and C. Calendar A received 56.27% of first-choice votes among certified staff. The Calendar Committee and Administration are recommending Calendar A for approval.

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

G.9. **The Board of Education is asked to consider and approve proposed revisions to the Discipline Policy. (First Read, action requested)** Drew Thon, Deputy Superintendent, presented the following.

During negotiations, district employees provided feedback regarding the implementation of the Student Discipline Policy, particularly as it relates to supporting teachers and maintaining safe learning environments following significant behavioral incidents.

Two substantive revisions are being recommended:

- First, the policy language has been revised to require that a student be temporarily removed from the classroom when reasonable efforts by the Certified Employee to de-escalate a Level 4 or Level 5 behavior incident have not been successful.
- Second, a new section entitled "Post-Incident Classroom Restoration and Staff Support" has been added. The new language provides that following a significant behavioral incident and before the student returns to the classroom, the District will provide the affected Certified Employee a reasonable opportunity to regain composure, begin documentation, and restore the learning environment. The specific policy language applies to Level 4 and Level 5 incidents involving aggression, injury, or major disruption.

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

Action(s):
Mr. President, I move to approve the proposed revisions to the Discipline Policy as presented. This motion, made by Mark Hinde and seconded by Nathan Haeck, Carried.

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

Voting Summary: Yea: 7, Nay: 0

H. **BOARD OPEN DISCUSSION**

- **Jacob Jenkins** stated that the Project Search program presentation was great and that helping kids with disabilities get jobs is important to him and important to the kids. He stated that Brandon Anderson does a great job of thinking about how to best spend and stretch the dollar. He also thanked Jessica Nothern for her investments and getting the extra free money and that it was impressive.
- **Randy Ralston** agreed with previous comments and stated that people work really hard to make the district run. He stated that Jessica Nothern and Brandon Anderson both do a great job and he's excited that the district has a plan in place and goals that they are trying to achieve.
- **Rebecca Swender** stated that a lot was covered and thanked the presenters. She also stated that the long-range facilities plan was good to see and that she would entertain the idea of a third party coming in to help with a master plan as Brandon Anderson mentioned in his presentation.
- **Robin Bergkamp** stated that she echoes previous comments. She stated that it's good to get an understanding of what we do today to plan for tomorrow with our buildings helps avoid the problems that deferred maintenance has caused in the past. She also stated that she is excited to see the plan for Kenneth Henderson and to be a part of the board that moved that forward to solving the 6-8 issue for the community.

- **Katie Cole** thanked everyone that presented. She stated that the long-range presentation was interesting to see how much goes into keeping schools a good place where students and teachers can go and learn and teach. She stated that seeing the areas where funding is decreasing is a bit scary, but it's nice to have Jessica Nothern keeping the board apprised of things and figuring out where the district can find funds. She also stated that she would like more clarification on the new Board of Education Policy IIBGC Staff Online Activities, to ensure that staff has clear expectations and stated she would like to be a part of any meetings addressing that.
- **Nathan Haeck** stated that he appreciates all the committees and all the work going on behind the scenes. He stated that he enjoyed seeing the Virtual Academy presentation and seeing a different option that is reaching all the kids in the community and helping all kids succeed. He stated that it's exciting to be finishing up this year and getting ready for next year at the same time. He stated that he hopes all the staff is having a great summer and that the teachers are having some down time. He stated that he appreciates Brandon Anderson and the updates on projects that are getting done and thanked everyone that presented. He also stated that the polices presented tonight might be controversial but having had personal experience with one of those issues, he appreciates them.
- **Mark Hinde** thanked Diane Elliot for the Virtual Academy presentation and stated that what is being done there is greatly appreciated. He thanked Brandon Anderson and Jessica Nothern for their hard work. He also stated that he appreciates all the hard work being done in planning for the next school year as well as the future of the district.
- **Josh Guymon** stated that he would like the Board to keep an eye on Special Education funding and what is going on there. He stated that some school districts in Kansas have filed law suits against the state. He stated that he is concerned with that funding issue and stated that they need to be vocal with legislators moving forward. He stated that plans are being made for the start of next school year and that exciting things are going to start happening as that comes together. He also talked about planning for the next Five-Year Strategic Plan, and stated that it will be good to set measurable goals for the district.

I. **NEXT BOARD MEETING -** The next regular meeting of the Board of Education will take place on Thursday, June 25, 2026 at 5:00 PM in the Board Meeting Room at the Educational Support Center, 1205 Fleming St., Garden City, Kansas.

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

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

Action(s):

Mr. President, I move we go into executive session for 20 minutes, to discuss negotiations for the 2026-27 school year pursuant to the exception for employer-employee negotiations under KOMA, beginning at 8:38 PM. and the open meeting will resume in the Board Meeting Room at 8:58 PM. I would like to invite Josh Guymon, Drew Thon, Steve Nordby and Jessica Nothern to join us in executive session. This motion, made by Mark Hinde and seconded by Robin Bergkamp, Carried.

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

Swender: Yea

Voting Summary: Yea: 7, Nay: 0

The open meeting resumed in the board meeting room at 8:58 PM. The following action was taken.

Action(s):
That the Board of Education extend the executive session for 10 minutes beginning at 9:00 PM and the open meeting will resume at 9:10 PM. This motion, made by Nathan Haeck and seconded by Rebecca Swender, Carried.

Cole:	Yea
Haeck:	Yea
Jenkins:	Yea
Swender:	Yea

Voting Summary: Yea: 7, Nay: 0

The open meeting resumed in the board meeting room at 9:10 PM. No binding action was taken.

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

Action(s):
That the Board of Education meeting be adjourned at 9:11 PM. This motion, made by Robin Bergkamp and seconded by Rebecca Swender, Carried.

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

Voting Summary: Yea: 7, Nay: 0

Respectfully submitted,

Jennifer Ramos, Clerk

Approved:

Randy Ralston, President

BOARD OF EDUCATION

Certified Personnel Actions

June 25, 2026

RESIGNATION:

William Ward, is requesting release from his 2026-2027 letter of intent for social studies teacher position at Garden City High School. It is recommended that he be released from his contract without a suitable replacement.

APPOINTMENTS:

Emily Burns, Garden City, Kansas, is recommended for an adaptive/interrelated position at Garden City High School. She has twenty years' experience.

Kaleb Hagans, Kismet, Kansas, is recommended for a physical education position at Gertrude Walker Elementary School / Plymell Elementary School. He has one year of experience.

Kaden Willams, Manhattan, Kansas, is recommended for an instrumental band position at Horace Good Middle School / Kenneth Henderson Middle School. He is a first year teacher.

TUITION REIMBURSEMENT AGREEMENT:

Maribel Sanchez – Master's Degree

BOARD OF EDUCATION

Addendum to Certified Personnel Actions

June 25, 2026

APPOINTMENT:

Dontrail Session, Liberal, Kansas, is recommended for a mathematics position at Bernadine Sitts Intermediate Center. He will be an MST participant through Newman University.

BOARD OF EDUCATION

Classified Personnel Actions

June 25, 2026

RESIGNATIONS	POSITION	BUILDING	DATE
Juan Villatoro Sorto	Custodian I	Plant Facilities	5/19/2026
Jayda Kristalyn	Paraprofessional I	Garfield Early Childhood Center	5/21/2026
Nessa Cruz	Custodian I	Plant Facilities	5/27/2026

TRANSFERS	FROM	TO	DATE
Brain Virgil	Bus Driver Transportation	Custodian I Plant Facilities	6/15/2026

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Jessica Nothern, Chief Financial Officer
DATE: June 18, 2026
RE: Year End Transfers Resolution

ISSUE:

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

BACKGROUND:

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

ALTERNATIVES:

No other alternatives applicable.

RECOMMENDATION:

Approve the Resolution

FISCAL NOTE:

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

ATTACHMENTS:

Year End Transfers Resolution

GARDEN CITY PUBLIC SCHOOLS

Board of Education

Resolution 2026-18

RESOLUTION FOR YEAR END TRANSFERS

A resolution approving transfers of remaining funds for FY26.

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education, Unified School District #457, Finney County, State of Kansas, hereby authorizes the Chief Financial Officer to make transfers of remaining funds as they deem necessary.

Adopted this 25th day of June, 2026, by the Board of Education of USD #457, Garden City, Finney County, Kansas.

_____
Randy Ralston, Board President

Attest: _____
Jennifer Ramos, Board Clerk

Memorandum

to: The USD457 Board of Education

thru: Josh Guymon, Superintendent

from: Dr. Virginia Duncan, Director of Secondary Curriculum & Instruction

subject: Course Requests from Curriculum Council

date: 5-21-26

ISSUE:

USD457 and Garden City High School continue to examine courses to ensure we are meeting the needs of all students and providing relevant experiences.

The Board of Education is asked to consider and approve the following course recommendation from Curriculum Council:

1. New Requests - High School
   Project Search

ALTERNATIVES:

1. Approve the courses as presented
2. Do not approve the courses

RECOMMENDATION:

It is recommended that the Board of Education approve the courses as presented.

FISCAL NOTE:

No additional funding is needed to fund these courses

ATTACHMENTS:

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Brandon Anderson, Director of Plant Facilities
DATE: 05/27/2026
RE: Consider and Act on quote received for upgrading control system for both High School gym's nets/goals.

ISSUE:

The Board of Education is asked to consider and approve the quote proposed for replacing the control system for the net/goals in the gyms at the High School.

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

BACKGROUND:

The current control system for the nets/goals has been experiencing issues of not properly working as of lately. The nets/goals are raised and lowered multiple times daily to accommodate students/sport schedules. This has caused emergency maintenance issues where goals have to be manually lifted to allow sporting events to take place.

ALTERNATIVES:

Options for the Board.

1. Accept the lowest responsible bid recommended by staff for the Powr-Touch 6 Pro Primary Panel.
2. Take no action.

RECOMMENDATION:

Recommendation to accept the bid from Athco which is a member of Greenbush (Contract #24.6 ESC-PLAYGROUND-REC2024), and have this work completed as soon as possible to avoid any disruption in sporting activities and events.

FISCAL NOTE:

This item was not budgeted for 2025-2026, but has recently become a concern for safety and availability of when needs arise of moving nets/goals.

ATTACHMENTS:

Quote from Athco

Quote

ATHCO
13500 W. 108th St.
Lenexa, KS 66215
P: 913-469-5600
athco@athcollc.com

Prepared by: Jennifer Hawkins

Date: 5/20/2026

All prices subject to acceptance within 30 days

To accept this quote, sign here and return

Payment Terms Net 30 days

TO: Brad Stoppkotte
Garden City HS
Garden City, KS

Description	QTY	UNIT PRICE	TOTAL
OPTION 1 Lump Sum Includes:		$ 15,976.00	$ 15,976.00
Powr-Touch 4 Display and Electronic Relay Panel	2	$ -	$ -
Freight	1	$ -	$ -
Technician to program after installation by electrician	1	$ -	$ -
Greenbush Contract #24.6 ESC-PLAYGROUND-REC2024 discount	1	$ -	$ -
		$ -	$ -
		$ -	$ -
OPTION 2 Lump Sum Includes:		$ 24,140.00	$ 25,410.00
Powr-Touch 6 Pro Primary Panel - 16 Devices	1	$ -	$ -
Freight	1	$ -	$ -
Technician to program after installation by electrician	1	$ -	$ -
*Customer to provide network enabled device for operation		$ -	$ -
Greenbush Contract #24.6 ESC-PLAYGROUND-REC2024 discount	1	$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -
		$ -	$ -

NOTES: **50% down payment due at time of order; balance to be invoiced upon delivery.**

SUBTOTAL	Select Option
INSTALLATION OPTION	Not Included
FREIGHT	Included
SALES TAX - N/A	N/A
GREENBUSH CONTRACT #24.6 ESC-PLAYGROUND-REC2024	discount included
Quote Total	Select Option

Owner responsible for relocating any utilities at footing locations

Assumes no rock at footing locations. Additional charges for labor and equipment rental will be incurred for removal of rock above or below grade.

Current "Tax Exemption Certificate" required when placing orders for materials only

Proposals with labor (installation/repairs) are subject to sales tax unless a "Project Tax Exemption Certificate" is provided when placing the order

All conditions in this proposal are to be accepted into any subcontract issued by a General Contractor

Thank you!

MEMORANDUM

TO:	Board of Education
THRU:	Josh Guymon, Superintendent
FROM:	Brandon Anderson, Director of Plant Facilities
DATE:	05/28/2026
RE:	**Consider and Act on Service Order #10 for the Kenneth Henderson Middle School Expansion with a proposed design and bid fee of 7.5% of the owners cost of the work.**

ISSUE & BACKGROUND:

Under our Master Agreement with GMCN as our Architect of Record here is proposed Service Order #10. This project would be to remodel and expand the Kenneth Henderson Middle School.

This is a large portion of the renovations that need to be made to accommodate for the district reconfiguration to 6-8 at the middle schools.

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

ALTERNATIVES:

RECOMMENDATION:

Staff's recommendation would be to approve GMCN to design and bid the remodel and expansion of Kenneth Henderson Middle School to accommodate for 6-8 reconfiguration and approve the director to sign the agreement and then bring bids back to the board for final approval when received.

FISCAL NOTE:

The current rough estimate of the project at KH is $13,500,000. If that were our final cost for work done, that would make the final fee to GMCN be 7.5% of that or roughly $1,012,500.

ATTACHMENTS:

Proposed Service Order #10 from GMCN

AIA® Document B221™ – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 10 made as of the Nineteenth day of May in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Garden City Schools USD 457
1205 Fleming Street
Garden City, KS 67846
620-805-8704

and the Architect:
(Name, legal status, address, and other information)

GMCN Architects, Inc.
115 E Laurel St.
Garden City, KS 67846
620-276-3244

for the following **PROJECT:**
(Name, location, and detailed description)

Kenneth Henderson Middle School Expansion »
2406 Fleming »
Garden City, KS 67846-3323

THE SERVICE AGREEMENT
This Service Order, together with the Master Agreement between Owner and Architect dated the Twenty-fourth day of November in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

form a Service Agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

Expansion and remodel to the existing Kenneth Henderson Middle School to accommodate grade reconfiguration with the addition of 6th grade to the facility. Additions will include classrooms, storm shelters and other spaces. Interior remodels as required to update the facility to include security vestibule and other areas to ensure functionality to the school in the future.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

§ 2.1.1.1 Schematic Design Phase Services

§ 2.1.1.1.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 2.1.1.1.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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§ 2.1.1.1.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 2.1.1.1.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 2.1.1.1.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.1.1.1.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as an Additional Service under Article 4 of the main service agreement.

§ 2.1.1.1.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 2.1.1.1.6 The Architect shall submit to the Owner an opinion of probable Cost of the Work.

§ 2.1.1.1.7 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

§ 2.1.1.2 Design Development Phase Services

§ 2.1.1.2.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 2.1.1.2.2 The Architect shall update the opinion of probable Cost of the Work.

§ 2.1.1.2.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the opinion of probable Cost of the Work, and request the Owner's approval.

§ 2.1.1.3 Construction Documents Phase Services

§ 2.1.1.3.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.1.1.5.4.

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§ 2.1.1.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 2.1.1.3.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 2.1.1.3.4 The Architect shall update the opinion of probable Cost of the Work.

§ 2.1.1.3.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 2.1.1.4 Procurement Phase Services

§ 2.1.1.4.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 2.1.1.4.2 Competitive Bidding

§ 2.1.1.4.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 2.1.1.4.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.1.1.4.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 2.1.1.4.3 Negotiated Proposals

§ 2.1.1.4.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 2.1.1.4.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 2.1.1.4.2.1.1.2 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda

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identifying approved substitutions to all prospective contractors.

§ 2.1.1.5 Construction Phase Services

§ 2.1.1.5.1 General

§ 2.1.1.5.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 2.1.1.5.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 2.1.1.5.1.3 Subject to Article 4 of the Master Agreement and except as provided in Section 2.1.1.5.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 2.1.1.5.2 Evaluations of the Work

§ 2.1.1.5.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 2.1.1.5.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 2.1.1.5.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.1.1.5.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.1.1.5.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the

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Owner and Contractor as provided in the Contract Documents.

§ 2.1.1.5.3 Certificates for Payment to Contractor

§ 2.1.1.5.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.1.1.5.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 2.1.1.5.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.1.1.5.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 2.1.1.5.4 Submittals

§ 2.1.1.5.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 2.1.1.5.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.1.1.5.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 2.1.1.5.4.4 Subject to Article 4 of the Master Agreement, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 2.1.1.5.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.1.1.5.5 Changes in the Work

§ 2.1.1.5.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Article 4 of the Master Agreement, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 2.1.1.5.5.2 The Architect shall maintain records relative to changes in the Work.

§ 2.1.1.5.6 Project Completion

§ 2.1.1.5.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 2.1.1.5.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.1.1.5.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 2.1.1.5.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 2.1.1.5.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 2.1.2 Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

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.1 Commencement of construction date:

To be Determined

.2 Substantial Completion date:

To be Determined

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Seven Point Five (7.5) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 4.4.

.3 Other
(Describe the method of compensation)

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:
(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

§ 5.2 In addition to insurance requirements in the Master Agreement, the Architect shall carry the following types of insurance.

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(List below any other insurance coverage to be provided by the Architect, not otherwise set forth in the Master Agreement, and any applicable limits.)

Coverage	Limits

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:
(List name, address, and other information.)

Brandon Anderson
1205 Fleming Street
Garden City, KS 67846
620-805-8704

banderson1@gckschools.com

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
(List name, address, and other information.)

Nick Nemechek
115 E Laurel St.
Garden City, KS 67846
620-276-3244

nnemechek@gmcnarchitects.com

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

.1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;

.2 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

.3 Other documents:
(List other documents, if any, including additional scopes of service forming part of this Service Order.)

This Service Order entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
	BY: Nick Nemechek, President
(Printed name and title)	*(Printed name, title, and license number if required)*

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MEMORANDUM

TO:	Board of Education
THRU:	Josh Guymon, Superintendent
FROM:	Brandon Anderson, Director of Plant Facilities
DATE:	05/29/2026
RE:	**Consider and Act on Service Order #11 for the Security Vestibule Remodels at Bernadine Sitts Intermediate Center and Charles Stones Intermediate Centers with a proposed design and bid fee of 8% of the owners cost of the work.**

ISSUE & BACKGROUND:

Under our Master Agreement with GMCN as our Architect of Record here is proposed Service Order #11. This project would be to remodel the security vestibules at BSIC and CSIC which are needed and critical when we change these campuses to K-5 for the reconfiguration.

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

ALTERNATIVES:

RECOMMENDATION:

Staff's recommendation would be to approve GMCN to design and bid the Security Vestibule Remodels for both BSIC and CSIC and approve the director to sign the agreement and then bring bids back to the board for final approval when received.

FISCAL NOTE:

The current rough estimate of the project at these 2 campuses is $1,200,000. If that were our final cost for work done, that would make the final fee to GMCN be 8% of that or roughly $96.000.

ATTACHMENTS:

Proposed Service Order #11 from GMCN

AIA® Document B221™ – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 11 made as of the Nineteenth day of May in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Garden City Schools USD 457
1205 Fleming Street
Garden City, KS 67846
620-805-8704

and the Architect:
(Name, legal status, address, and other information)

GMCN Architects, Inc.
115 E Laurel St.
Garden City, KS 67846
620-276-3244

for the following **PROJECT:**
(Name, location, and detailed description)

Bernadine Sitts Intermediate Center & Charles Stones Intermediate Center
Security Vestibule Remodels
3101 N. Belmont Pl & 401 N. Jennie Barker Rd.
Garden City, KS 67846

THE SERVICE AGREEMENT
This Service Order, together with the Master Agreement between Owner and Architect dated the Twenty-fourth day of November in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

form a Service Agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

Interior Remodels to construct secure entrances to the schools. Other interior remodeling will occur to transition the reception and nurse to the front of the schools and move the lounge and principal to other areas.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

§ 2.1.1.1 Schematic Design Phase Services

§ 2.1.1.1.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 2.1.1.1.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 2.1.1.1.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

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§ 2.1.1.1.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 2.1.1.1.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.1.1.1.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as an Additional Service under Article 4 of the main service agreement.

§ 2.1.1.1.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 2.1.1.1.6 The Architect shall submit to the Owner an opinion of probable Cost of the Work.

§ 2.1.1.1.7 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

§ 2.1.1.2 Design Development Phase Services

§ 2.1.1.2.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 2.1.1.2.2 The Architect shall update the opinion of probable Cost of the Work.

§ 2.1.1.2.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the opinion of probable Cost of the Work, and request the Owner's approval.

§ 2.1.1.3 Construction Documents Phase Services

§ 2.1.1.3.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.1.1.5.4.

§ 2.1.1.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

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§ 2.1.1.3.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 2.1.1.3.4 The Architect shall update the opinion of probable Cost of the Work.

§ 2.1.1.3.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 2.1.1.4 Procurement Phase Services

§ 2.1.1.4.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 2.1.1.4.2 Competitive Bidding

§ 2.1.1.4.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 2.1.1.4.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.1.1.4.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 2.1.1.4.3 Negotiated Proposals

§ 2.1.1.4.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 2.1.1.4.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 2.1.1.4.2.1.1.2 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 2.1.1.5 Construction Phase Services

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§ 2.1.1.5.1 General

§ 2.1.1.5.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 2.1.1.5.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 2.1.1.5.1.3 Subject to Article 4 of the Master Agreement and except as provided in Section 2.1.1.5.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 2.1.1.5.2 Evaluations of the Work

§ 2.1.1.5.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 2.1.1.5.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 2.1.1.5.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.1.1.5.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.1.1.5.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 2.1.1.5.3 Certificates for Payment to Contractor

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§ 2.1.1.5.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.1.1.5.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 2.1.1.5.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.1.1.5.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 2.1.1.5.4 Submittals

§ 2.1.1.5.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 2.1.1.5.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.1.1.5.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 2.1.1.5.4.4 Subject to Article 4 of the Master Agreement, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 2.1.1.5.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

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§ 2.1.1.5.5 Changes in the Work

§ 2.1.1.5.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Article 4 of the Master Agreement, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 2.1.1.5.5.2 The Architect shall maintain records relative to changes in the Work.

§ 2.1.1.5.6 Project Completion

§ 2.1.1.5.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 2.1.1.5.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.1.1.5.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 2.1.1.5.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 2.1.1.5.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 2.1.2 Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To be Determined

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.2 Substantial Completion date:

To be Determined

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Eight (8) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 4.4.

.3 Other
(Describe the method of compensation)

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:
(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

§ 5.2 In addition to insurance requirements in the Master Agreement, the Architect shall carry the following types of insurance.
(List below any other insurance coverage to be provided by the Architect, not otherwise set forth in the Master Agreement, and any applicable limits.)

Coverage	Limits

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ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:
(List name, address, and other information.)

Brandon Anderson
1205 Fleming Street
Garden City, KS 67846
620-805-8704

banderson1@gckschools.com

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
(List name, address, and other information.)

Nick Nemechek
115 E Laurel St.
Garden City, KS 67846
620-276-3244

nnemechek@gmcnarchitects.com

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

.1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;

.2 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

.3 Other documents:
(List other documents, if any, including additional scopes of service forming part of this Service Order.)

This Service Order entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
	BY: Nick Nemechek, President
(Printed name and title)	*(Printed name, title, and license number if required)*

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MEMORANDUM

TO:	Board of Education
THRU:	Josh Guymon, Superintendent
FROM:	Brandon Anderson, Director of Plant Facilities
DATE:	05/29/2026
RE:	**Consider and Act on Service Order #12 for the Jennie Wilson Elementary School Remodel with a proposed design and bid fee of 8% of the owners cost of the work.**

ISSUE & BACKGROUND:

Under our Master Agreement with GMCN as our Architect of Record here is proposed Service Order #12. This project would be to remodel the security vestibule, front office area, library and add 2 classrooms at Jennie Wilson to ensure enough useable space to accommodate 2 tracks during the new K-5 reconfiguration.

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

ALTERNATIVES:

RECOMMENDATION:

Staff's recommendation would be to approve GMCN to design and bid the Remodel work required at Jennie Wilson and approve the director to sign the agreement and then bring bids back to the board for final approval when received.

FISCAL NOTE:

The current rough estimate of the project at this campus is $1,200,000. If that were our final cost for work done, that would make the final fee to GMCN be 8% of that or roughly $96,000.

ATTACHMENTS:

Proposed Service Order #12 from GMCN

AIA® Document B221™ – 2018

Service Order for use with Master Agreement Between Owner and Architect

SERVICE ORDER number 12 made as of the Nineteenth day of May in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Garden City Schools USD 457
1205 Fleming Street
Garden City, KS 67846
620-805-8704

and the Architect:
(Name, legal status, address, and other information)

GMCN Architects, Inc.
115 E Laurel St.
Garden City, KS 67846
620-276-3244

for the following **PROJECT:**
(Name, location, and detailed description)

Jennie Wilson Elementary School Interior Remodel
1401 E. Harding Ave.
Garden City, KS 67846

THE SERVICE AGREEMENT
This Service Order, together with the Master Agreement between Owner and Architect dated the Twenty-fourth day of November in the year Two Thousand Twenty-Five
(In words, indicate day, month, and year.)

form a Service Agreement.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services for the Service Order only and is intended to be used with AIA Document B121™–2018, Standard Form of Master Agreement Between Owner and Architect

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 Unless otherwise provided in an exhibit to this Service Order, this Service Order and the Service Agreement are based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget and schedule, anticipated procurement method, Owner's Sustainable Objective, and other information relevant to the Project.)

Interior Remodels to construct secure entrances to the school. Other interior remodeling will occur to transition the reception, principal, nurse and other spaces to the front of the building. Additional remodels include moving the library to the front of the building and converting the old library to two Kindergarten classrooms.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

ARTICLE 2 SERVICES UNDER THIS SERVICE ORDER

§ 2.1 The Architect's Services under this Service Order are described below or in an exhibit to this Service Order, such as a Scope of Architect's Services document.

§ 2.1.1 Basic Services

(Describe below the Basic Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

§ 2.1.1.1 Schematic Design Phase Services

§ 2.1.1.1.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 2.1.1.1.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

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§ 2.1.1.1.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 2.1.1.1.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 2.1.1.1.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.1.1.1.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as an Additional Service under Article 4 of the main service agreement.

§ 2.1.1.1.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 2.1.1.1.6 The Architect shall submit to the Owner an opinion of probable Cost of the Work.

§ 2.1.1.1.7 The Architect shall submit the Schematic Design Documents to the Owner and request the Owner's approval.

§ 2.1.1.2 Design Development Phase Services

§ 2.1.1.2.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 2.1.1.2.2 The Architect shall update the opinion of probable Cost of the Work.

§ 2.1.1.2.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the opinion of probable Cost of the Work, and request the Owner's approval.

§ 2.1.1.3 Construction Documents Phase Services

§ 2.1.1.3.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.1.1.5.4.

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§ 2.1.1.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 2.1.1.3.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 2.1.1.3.4 The Architect shall update the opinion of probable Cost of the Work.

§ 2.1.1.3.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 2.1.1.4 Procurement Phase Services

§ 2.1.1.4.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 2.1.1.4.2 Competitive Bidding

§ 2.1.1.4.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 2.1.1.4.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.1.1.4.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 2.1.1.4.3 Negotiated Proposals

§ 2.1.1.4.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 2.1.1.4.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 2.1.1.4.2.1.1.2 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda

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identifying approved substitutions to all prospective contractors.

§ 2.1.1.5 Construction Phase Services

§ 2.1.1.5.1 General

§ 2.1.1.5.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 2.1.1.5.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 2.1.1.5.1.3 Subject to Article 4 of the Master Agreement and except as provided in Section 2.1.1.5.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 2.1.1.5.2 Evaluations of the Work

§ 2.1.1.5.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 2.1.1.5.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 2.1.1.5.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.1.1.5.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.1.1.5.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the

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Owner and Contractor as provided in the Contract Documents.

§ 2.1.1.5.3 Certificates for Payment to Contractor

§ 2.1.1.5.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.1.1.5.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 2.1.1.5.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.1.1.5.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 2.1.1.5.4 Submittals

§ 2.1.1.5.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 2.1.1.5.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.1.1.5.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 2.1.1.5.4.4 Subject to Article 4 of the Master Agreement, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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§ 2.1.1.5.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.1.1.5.5 Changes in the Work

§ 2.1.1.5.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Article 4 of the Master Agreement, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 2.1.1.5.5.2 The Architect shall maintain records relative to changes in the Work.

§ 2.1.1.5.6 Project Completion

§ 2.1.1.5.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 2.1.1.5.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.1.1.5.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 2.1.1.5.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 2.1.1.5.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 2.1.2 Additional Services

(Describe below the Additional Services the Architect shall provide pursuant to this Service Order or state whether the services are described in documentation attached to this Service Order.)

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 Unless otherwise provided in an exhibit to this Service Order, the Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

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To be Determined

.2 Substantial Completion date:

To be Determined

ARTICLE 4 COMPENSATION

§ 4.1 For Basic Services described under Section 2.1.1, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Eight (8) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 4.4.

.3 Other
(Describe the method of compensation)

§ 4.2 For Additional Services described under Section 2.1.2 or in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

§ 4.3 For Reimbursable Expenses described in the Master Agreement, the Architect shall be compensated in accordance with the Master Agreement unless otherwise set forth below:
(Insert amount of, or basis for, compensation if other than as set forth in the Master Agreement. Where the basis of compensation is set forth in an exhibit to this Service Order, such as a Scope of Architect's Services document, list the exhibit below.)

§ 4.4 When compensation identified in Section 4.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

ARTICLE 5 INSURANCE

§ 5.1 Insurance shall be in accordance with section 3.3 of the Master Agreement, except as indicated below:
(Insert any insurance requirements that differ from those stated in the Master Agreement, such as coverage types, coverage limits, and durations for professional liability or other coverages.)

§ 5.2 In addition to insurance requirements in the Master Agreement, the Architect shall carry the following types of insurance.
(List below any other insurance coverage to be provided by the Architect, not otherwise set forth in the Master Agreement, and any applicable limits.)

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Coverage	Limits

ARTICLE 6 PARTY REPRESENTATIVES

§ 6.1 The Owner identifies the following representative in accordance with Section 1.4.1 of the Master Agreement:
(List name, address, and other information.)

Brandon Anderson
1205 Fleming Street
Garden City, KS 67846
620-805-8704

banderson1@gckschools.com

§ 6.2 The Architect identifies the following representative in accordance with Section 1.5.1 of the Master Agreement:
(List name, address, and other information.)

Nick Nemechek
115 E Laurel St.
Garden City, KS 67846
620-276-3244

nnemechek@gmcnarchitects.com

ARTICLE 7 ATTACHMENTS AND EXHIBITS

§ 7.1 The following attachments and exhibits, if any, are incorporated herein by reference:

.1 AIA Document, B121™-2018, Standard Form of Master Agreement Between Owner and Architect for Services provided under multiple Service Orders;

.2 Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

.3 Other documents:
(List other documents, if any, including additional scopes of service forming part of this Service Order.)

This Service Order entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
	BY: Nick Nemechek, President
(Printed name and title)	*(Printed name, title, and license number if required)*

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MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Steve Nordby, Assistant Superintendent
DATE: 6/2/2026
RE: **Personal Electronic Communication Device HB 2299**

ISSUE & BACKGROUND:

House Bill 2299, passed during the most recent Kansas legislative session, requires each school district to enact a policy that restrict the use and access to Personal Electronic Communication Devices during the school day. Districts must certify compliance with the Kansas State Board of Education by September 1, 2026. Our recommended policy, developed with recommendations from KASB, is attached for a first read. This policy is meant to replace current Board Policy JCDBC.

ALTERNATIVES:

No alternatives applicable

RECOMMENDATION & FISCAL NOTE:

USD 457 Administration recommends approval of the attached policy

ATTACHMENTS:

Policy JCDBC / Informational Presentation

JCDBC - Student Personal Electronic Communications Devices

(See BDA, JBD, and JDD)

Students are prohibited from using or accessing personal electronic communication devices during the school day while on district owned or operated property, except as expressly permitted by this policy or by law.

This policy does not apply to any virtual school, as defined by Kansas law.

When personal electronic communication device use is not permitted, students are allowed reasonable access to a school-provided telephone or communication device during the school day to contact a parent or person acting as a parent.

Device Storage

All student personal electronic communication devices shall be powered off and securely stored away from the student's person in an inaccessible location during the school day, unless an exception applies to this requirement as specified in this policy.

Students may choose not to bring personal electronic communication devices to school by leaving such devices at home or in a vehicle, including a vehicle located on school premises. As students will not have the ability to access or use such devices during the school day, students are encouraged to leave any personal electronic communication devices not necessary for the implementation of their Individualized Education Program (hereafter "IEP") or Section 504 accommodation plan (hereafter "504 plan"), communication during their commute to or from school, for work, or learning experience that is not located on the school premises at home. If students elect to leave such devices in their vehicle, students are encouraged to lock their vehicles to protect against theft of or damage to the devices.

Kansas law provides that the board, school district employees, and/or any agents thereof shall not be liable for any damage to personal electronic communication devices or for storage of such devices that are brought to school.

The superintendent or superintendent's designee(s) shall develop procedures to ensure all personal electronic communication devices are turned off and securely stored away from the student's person in an inaccessible location during the school day. Such procedures shall be included in student handbooks as adopted by the board and communicated to students and parents/guardians as deemed appropriate by district administration.

Definitions

For purposes of this policy, the following definitions apply:

• “Personal electronic communication device” is any wireless electronic communication device that both provides for voice, text, or video communication between two or more parties, including, but not limited to, a mobile or cellular phone, tablet, computer, watch, wireless headphones or earbuds, text messaging device, or personal digital assistant; and is not owned or issued to students by the school district.

• “School day” is the time from the start of school until dismissal at the end of the day on the school premises, including, but not limited to, the time in any classroom, structured or unstructured learning setting, recess, lunch or passing period. The term “school day” excludes any time associated with a student's travel to or from a learning experience that is not located on the school premises, including any postsecondary educational course, career technical education course, work-based learning program, or other alternative educational opportunity.

Permitted Exception

A student may be permitted to use a personal electronic communication device during the school day under the following circumstances.

• Any student may use a personal electronic communication device during the school day if it is the intervention of last resort such that there is no other reasonable alternative option available for such student, and the use is either:

  o Required for the implementation of a student's IEP or 504 plan; or

  o Approved by a licensed physician as a medical necessity to support the health or well-being of the student.

Use During School-Sponsored Activities Before and After the School Day

Students may use or access personal electronic communication devices during school-sponsored activities, programs, or events occurring before and after the regular school day, subject to district-approved procedures, event-specific rules, and staff direction.

Enforcement and Disciplinary Action

Violations of this policy shall result in disciplinary action in accordance with the district’s student code of conduct. Disciplinary measures may include, but are not limited to, confiscation of the device through the end of the school day, referral to administration for

determination of appropriate consequence, parental notification, or other appropriate disciplinary response, up to and including suspension and/or expulsion from school.

1st offense .....A staff member will confiscate the personal electronic communication device. The violation will be recorded as an electronic device referral and the student's parent or guardian must come to the school to pick up the personal electronic communication device.

Additional violations or refusal to give the personal electronic communication device to a staff member when requested will result in consequences up to and including suspension for open defiance.

Discipline shall be applied in a nondiscriminatory manner and shall not interfere with rights provided under an IEP, 504 plan, or applicable law.

Administrative Procedures and Directives

The superintendent or designee(s) may develop administrative procedures and provide directives necessary to ensure consistent implementation of this policy and any board approved regulations and handbooks across district buildings, so long as such procedures and directives are not in conflict with board approved policy, regulation, or handbook language.

Adopted: 4/18/05

Revised: 3/13/06; 7/23/12, 7/22/24, 6/25/2026

GARDEN CITY PUBLIC SCHOOLS USD 457

Drew Thon, Deputy Superintendent
1205 N Fleming St.
Garden City, KS 67846
mthon@gckschools.com
(620) 805-7020

MEMORANDUM
TO: Board of Education
THRU: Randy Ralston, BOE President
FROM: Drew Thon, Deputy Superintendent
DATE: Tuesday, June 2, 2026
RE: Adoption of the 2027-28 School Calendar

ISSUE:
The Board of Education is being asked to adopt the proposed 2027-28 school calendar.

BACKGROUND:
Administration is recommending adoption of the 2027-28 school calendar approximately two years in advance. Early adoption provides significant benefits for employees, families, and the district by allowing additional time for vacation planning, childcare arrangements, professional development scheduling, and coordination of district events and activities. Advance calendar adoption also supports recruitment and retention efforts by providing current and prospective employees greater certainty regarding future work schedules. Establishing the calendar well in advance improves long-term operational planning and demonstrates the district's commitment to supporting a healthy work-life balance for staff while meeting the educational needs of students.

The proposed calendar is the result of a collaborative process involving a calendar committee composed of parent, teacher, classified staff, administrator, and Board of Education representatives. Committee members volunteered to participate and worked together to develop three calendar options for consideration. Throughout the process, the committee considered instructional requirements, professional development needs, family schedules, holiday breaks, and stakeholder feedback.

Parent feedback was an important factor in the committee's work. Through district parent surveys and committee discussions, many families expressed a preference for beginning the school year later in August. As a result, the recommended calendar starts approximately one week later than recent school calendars. Parent teacher conferences have also been moved from the traditional Thursday-Friday schedule to a Friday-Monday schedule. This adjustment reduces the number of shortened instructional weeks throughout the school year, minimizes disruptions to classroom learning, and creates greater consistency in instructional time for students. Thanksgiving Break and Winter Break remain largely unchanged from previous years to provide consistency for students, families, and staff.

Following the committee's work, certified staff members were asked to participate in a ranked-choice vote in accordance with the negotiated agreement. While the negotiated agreement provides certified staff an opportunity to make a recommendation regarding the school calendar, the agreement also recognizes that the adoption of the school calendar remains the responsibility of the Board of Education. A total of 311 certified staff members participated in the voting process, and Calendar A emerged as the clear preference, receiving 56.27% of first-choice votes and the strongest overall weighted score among the three calendar options. Calendar A received nearly two and a half times as many first-choice votes as either of the other calendar options, demonstrating a clear preference among participating certified staff. The calendar committee and administration are recommending Calendar A for Board consideration based on the voting results and stakeholder feedback.

USD 457
GARDEN CITY
PUBLIC SCHOOLS

Drew Thon, Deputy Superintendent
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The Board of Education has been represented throughout the calendar development process and retains the authority to approve, modify, or reject the committee's recommendation. Administration believes Calendar A best balances the needs of students, families, and staff while supporting the district's educational mission and operational needs.

Because the school year begins later in August, the last day of school will occur approximately one week later than recent calendars while still meeting all state instructional requirements. By establishing the calendar well in advance, the district is able to better support students, families, and employees while providing the predictability necessary for effective planning and operational excellence.

ALTERNATIVES:

- Option 1: Adopt the proposed 2027-28 School Calendar (Calendar A).
  - Pros: Provides certainty for staff and families, supports long-term planning, reflects stakeholder feedback, aligns with the recommendation of the calendar committee and certified staff, and establishes key district dates well in advance.
  - Cons: Must ask approval from the Board should future circumstances necessitate significant calendar changes.
- Option 2: Request revisions and bring a modified calendar back for future consideration.
  - Pros: Allows additional review and discussion.
  - Cons: Delays planning for staff, families, and district operations.
- Option 3: Take no action at this time.
  - Pros: Allows additional time for consideration.
  - Cons: Delays planning efforts and creates uncertainty for employees and families.

RECOMMENDATION:

Administration recommends approval of Calendar A as the official 2027-28 school calendar. The recommended calendar reflects the work of the calendar committee, incorporates feedback from parents and staff, aligns with the recommendation of certified employees through the negotiated agreement process, and supports long-range planning for students, families, employees, and district operations. Administration believes Calendar A provides the best balance between instructional time, professional learning opportunities, family needs, and operational efficiency while preserving the Board of Education's priorities for student learning.

FISCAL NOTE:

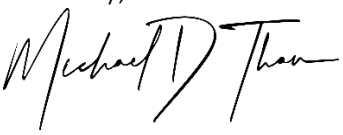
No direct fiscal impact is anticipated as a result of calendar adoption. The proposed calendar meets instructional requirements and can be implemented within existing district resources.

ATTACHMENTS:

- Calendar A - 2027-28 Recommended School Calendar
- Calendar B
- Calendar C

Drew Thon, Deputy Superintendent
1205 N Fleming St.
Garden City, KS 67846
mthon@gckschools.com
(620) 805-7020

Sincerely,



Drew Thon
Deputy Superintendent
USD 457 Human Resources

Unified School District 457 ▪ Garden City, Kansas 67846

2027 - 2028 Draft A

GARDEN CITY PUBLIC SCHOOLS

July 2027

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2027

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	~~18~~	19	20	21
22	23	24	25	26	27	28
29	30	31				

9-12 New Teacher Inservice **(NS)**
13 Teacher Inservice **(NS)**
16 Teacher Inservice **(NS)**
17 Teacher Workday **(NS)**
18 School AM (Grades K-4,5,7,9-10 & new students)
Teacher Workday PM

September 2027

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

6 Labor Day **(NS)**
24 Teacher Inservice **(NS)**

October 2027

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

15 End of Grading Period
22 Teacher Inservice AM **(NS)**
Teacher Workday PM
29 Parent/Teacher Conference **(NS)**

November 2027

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

1 Parent/Teacher Conference **(NS)**
22-26 Fall Vacation

December 2027

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

17 End of Grading Period
20-31 Winter Vacation

January 2028

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

3 Teacher Workday **(NS)**
4 Teacher Inservice **(NS)**
5 School Resumes
28 New Teacher Inservice **(NS)**

February 2028

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

18 Teacher Inservice AM **(NS)**
Teacher Workday PM
25, 28 Parent/Teacher Conference**(NS)**

March 2028

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

9 End of Grading Period
10 Teacher Release Inservice **(NS)**
13-17 Spring Break

April 2028

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

14 Spring Vacation
17 Teacher Inservice **(NS)**

May 2028

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

24 Last Day of School
25 Teacher Workday AM **(NS)**

June 2028

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

⬠ = New Teacher Orientation (NS)
□ = Holiday/Vacation (NS)
▣ = District Work/Inservice (NS)
◯ = Parent/Teacher Conference (NS)
— = Half Day of School
NS = No School

Inservices (7) = 8/13, 8/16, 9/24, 10/22*, 1/4, 2/18*, 3/10, 4/17

Workdays (4) = 8/17, 8/18*, 10/22*, 1/3 2/18*, '5/25*

Snow Days (Aug 19-20, 23-25)
Graduation Weekend (May 20-21)
{ } = Estimated Testing Windows
* = 1/2 Day

1159 Hour Calendar
(6 hours, 40 minutes)

1st Grading Period	40.5	79.5
2nd Grading Period	39.0	
3rd Grading Period	45.0	91.0
4th Grading Period	46.0	
		170.5

Teacher Contract Days 181.5

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Jessica Nothern, Chief Financial Officer
DATE: June 18, 2026
RE: RCDC MOA

ISSUE:

The Board of Education is asked to consider approval of the MOA for FY27.

BACKGROUND:

USD 457 has the opportunity to enter into a new Memorandum of Agreement with Russell Child Development Center (RCDC) to support the Maternal, Infant, and Early Childhood Home Visiting (MIECHV) program for FY27. Through this partnership, RCDC will provide up to $195,000 in funding to support services for up to 30 eligible families, with quarterly payments tied to service delivery. USD 457 will hire and retain two full-time Parents as Teachers educators, implement the evidence-based PAT model, and manage all program-related expenses while meeting state and federal reporting requirements. This collaboration strengthens early childhood support in our community and ensures continued high-quality home visiting services for families who qualify under KDHE guidelines.

ALTERNATIVES:

None

RECOMMENDATION:

Recommend the approval of the MOA.

FISCAL NOTE:

None as this Grant has no require in-kind match.

ATTACHMENTS:

RCDC USD 457 MOA MIECHV PAT FY27

RUSSELL CHILD DEVELOPMENT CENTER

Memorandum of Agreement (MOA) Between Russell Child Development Center and USD 457 Garden City

This agreement is made and entered into on September 30, 2026. It will conclude on September 30, 2027, by and between Russell Child Development Center (RCDC) and USD 457 Garden City Parents as Teachers, hereinafter referred to as "USD 457," to implement the Maternal, Infant, and Early Childhood Home Visiting (MIECHV) program.

RCDC Will:

- Manage all funding and programmatic responsibilities for the KDHE MIECHV project.
- Coordinate all required state and federal reporting and request necessary information from USD 457 to fulfill reporting obligations.
- Provide technical assistance, training, and collaborative support to ensure effective MIECHV implementation.
- Establish an ongoing communication process with USD 457 leadership and program staff.
- Russell Child Development Center (RCDC) agrees to pay USD 457 a total of $6,500.00 per family for up to seven (30) families who meet MIECHV eligibility requirements as defined by KDHE, for a total not to exceed $195,000. Payments will be made quarterly, with disbursements scheduled for October 2026, January 2027, April 2027, and July 2027.

USD 457 Will:

- Hire/Retain two full-time PAT Educators dedicated to serving MIECHV eligible families.
- Enroll and serve seven (40) MIECHV-eligible families, as defined by KDHE guidelines, beginning on or after September 30, 2026.
- Implement home visiting services following the evidence-based Parents as Teachers (PAT) model.
- Recruit and retain qualified staff to deliver services, ensuring adherence to MIECHV fidelity standards and PAT implementation requirements.
- Be responsible for all program-related expenses, including staffing, mileage, professional development, and materials.
- Submit timely and complete programmatic and fiscal data as requested by RCDC to support required reporting, monitoring, and evaluation efforts.

This agreement is contingent upon the continuation of MIECHV grant funding. If funding is reduced or discontinued, this MOA will automatically terminate. Either party may terminate this agreement with thirty (30) days' written notice. In such a case, USD 457 agrees to return a prorated portion of the payment based on undelivered services.

RUSSELL CHILD DEVELOPMENT CENTER

Signatures:

Rebecca Clancy
Chief Executive Officer
Russell Child Development Center
Date/Signatures: _____

Josh Guymon
Superintendent
USD 457 Garden City
Date/Signatures: _____

Randy Ralston
President, USD 457 Board of Education
Date/Signatures: _____

Meghan Huber
President, RCDC Board of Directors
Date/Signature: _____

Updates to Admin Handbook FY27

page #	change
8	updated Flex Days to reflect current process
14	updated Application for Leave requirement
14	updated Administrative Leave Bank to align with Negotiated Agreement
19	updated salary bases

USD 457
GARDEN CITY
PUBLIC SCHOOLS

ADMINISTRATOR PERSONNEL HANDBOOK

2026 – 2027

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, Director, Principal, Associate Principal, Administrator Intern, or Coordinator.

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

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

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

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

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

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

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

ARTICLE I
ADMINISTRATIVE COMPENSATION

Section A. General Guidelines

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

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

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

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

Section B. Salary Deductions

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

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

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

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

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

Section C. Years of Service Compensation

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

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

ARTICLE II
BENEFITS

Section A. Vacation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section C. Liability Insurance

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

Section D. Life Insurance.

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

Section E. Medical Insurance.

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

Section F. Employer 403(b) Plan.

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

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

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

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

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

Vesting Schedule:

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

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

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

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

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

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

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

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

In addition to the Employer Paid match of $100, the Superintendent's Leadership Team will receive up to $600 paid as salary to be deducted to their choice of an employee paid annuity account.

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. District personnel may be given consideration for the position upon receipt of their application.

Section B. Administrator's Calendar

~~All administrators shall have access to a calendar showing contracted working days for the year.~~ All administrators, except those who are on contract for 261 days~~, may choose a flexible calendar~~ are eligible to earn up to 4 Flex Days, with the following provisions:

1. ~~The flexible calendar needs to be established by the administrator,~~Each flex day must be approved by the superintendent or designee and entered into Skyward ~~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~~ the fiscal year.
3. Holidays (Thanksgiving Day, Christmas Day, etc.), weekends or days at inservice cannot be substituted for duty days.
4. ~~No more than 4 flex days may be used in one fiscal year and a~~An administrator may not be absent for more than 10 teacher contract days for any combination of Flex Days, PTO, and professional leave days. Approval of additional days may be granted by the superintendent.

Section C. Resignation and Termination of Employment

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

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

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

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

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

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

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

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

Section D. Payment for District Directed Course Work

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

Section E. Suspension, Discharge, or Demotion

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

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

Section F. Complaints Against Administrators

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

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

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

Section G. Retirement of Professional Staff Members

Severance Pay to Retiring Administrators

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

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

In addition, if the employee has 20 or more accrued PTO days upon retirement through KPERS, he/she will be entitled to additional pay equal to $85 for each unused 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 certified administrators give written notice to the Personnel Office by January 1 of the retirement year or classified administrators give written notice to the Personnel Office 6 months prior to his/her intended retirement date, which notice shall be irrevocable upon acceptance by the board; provided further that in the event of the death of such administrator during the last contract year prior to retirement, a sum equal to the administrator's compensation according to the said schedule, prorated by the number of contract days completed by the administrator for that year prior to death, shall be paid to the administrator surviving spouse, or in absence thereof, to the administrator estate. Said years of full-time employment with USD 457 shall consist of both years of employment in the teaching profession and the administrative profession, and need not necessarily be continuous. [Legal reference: K.S.A. 74-4914 as amended]

Section H. Legal Action Against an Employee

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

Section I. Assault and Battery, Property Damage

Reporting

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

Injury Benefits

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

Section J. Administrator's Evaluation

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

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

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

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

4. Plan of Assistance
   In any situation deemed appropriate, a Plan of Assistance may be developed by the superintendent, supervisor and administrator. This plan should include but not be limited to:
   a. Time line for all activities.
   b. Specific deficiencies.
   c. In-services, observations, and other help provided by the district.
   d. Specific evidence the administrator will provide.
   e. Criteria to be met as determined by the supervisor.

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

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

   Assistant Principals will be evaluated by their supervising principal. During the course of the year, if the superintendent or his/her designee has concerns regarding the professional performance of the assistant principal, those concerns will be documented in writing to the assistant principal and copied to the building principal. Those

concerns will be reflected in the annual evaluation. Annual evaluations will be reviewed with the deputy superintendent and/or superintendent before being presented to the assistant principal.

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

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

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

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

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

Section K. Professional Dress

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

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

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

Professional Dress Guidelines (Minimum):

Men

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

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

ARTICLE IV
LEAVE PROVISIONS

Section A. Definition of Leave

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

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

Section B. Number of Days for Current Year:

All administrators on regular contracts will begin the school year with the following number of PTO days:
Leadership Team – 15
Principals – 13
All other administrators – 14

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

Unused PTO may accumulate from year to year to a maximum of 60 days.

All administrators who have more than 60 days of unused PTO as of June 30 of the current year, and who have a contract for the coming year will be compensated at $125 per day, up to 15 days, in their September paycheck.

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.

Application for Leave

PTO may be used for up to three (3) consecutive workdays without an Application for Leave. Requests for more than three (3) consecutive PTO days require an Application for Leave and approval by the superintendent or designee.

Applications ~~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.

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 PTO, by providing those administrators eligible with additional 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 PTO prior to application.

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

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

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

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

1. The administrator must have donated at least one day of their own leave during the designated donation period.
2. The administrator must have exhausted all of their accumulated paid time off.
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 duty days after all leave days have been used. Exceptions may occur and will be given due consideration to the individual circumstance.4. The administrator must submit an application for use of bank days to the Deputy Superintendent or their designee on forms provided by the district and must submit all additional information as requested.
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 district. The application should be filed as soon as all of the above criteria have been met, or in advance thereof, if medical evidence is available indicating a reasonable expectation that all criteria will be met.

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

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

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

Section E. Extended Leaves

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

An administrator shall:

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

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

Section F. Jury Duty Leave

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

Section G. Leave for Legal Matters

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

1. Subpoena (*see below)
2. Personal lawsuits
3. Tax issues
4. Divorce actions

5. Other legal matters which the employee cannot reasonably do other than during the working day

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

Section H. Bereavement Leave

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

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

Section I. Other Leave Provisions

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

Section J. Educational Leave

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

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

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

ARTICLE V
MISCELLANEOUS ITEMS

Section A. Administrative Travel

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

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

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

Section B: Professional Conferences/Professional Fees

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

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

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

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

Section C: Moving Expense

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

Section D: Professional Staff Schedules

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

Elementary Principals and Admin Interns	205 workdays
Intermediate Principals and Admin Interns	215 workdays
Middle School, High School Associate Principals, and Admin Interns	215 workdays
Middle School and Alternate School Principals	220 workdays
Senior High School Principal	260 workdays
Senior High Activities Director	260 workdays

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

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

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

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

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

Section E: In-Service Attendance

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

Section F: Educational Attainment and Experience

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

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

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

Approved experience will be awarded on top of the listed Base Rates. A maximum of 10 years of non-district experience may be granted.

ARTICLE VI
CONTRACT SALARY INFORMATION

	FY27 BASE		DAILY
Coordinator – Low	$ 76,875.00	260	$ 295.67
Coordinator – High	$ 87,125.00	260	$ 335.10
Coordinator – 220 Day	$ 73,800.00	220	$ 335.45
Elementary Admin Intern	$ 69,700.00	205	$ 340.00
Intermediate/Middle School Admin Intern	$ 77,900.00	215	$ 362.33
High School Admin Intern	$ 82,000.00	215	$ 381.40
Middle School Associate Principal	$ 86,100.00	215	$ 400.47
Director	$ 105,062.50	260	$ 404.09
Elementary Principal	$ 91,737.50	205	$ 447.50
Intermediate Principal	$ 96,350.00	215	$ 448.14
High School Associate Principal	$ 96,862.50	215	$ 450.52
High School Athletic Director	$ 117,362.50	260	$ 451.39
Achieve Principal	$ 99,425.00	220	$ 451.93
Middle School Principal	$ 100,450.00	220	$ 456.59
High School Lead Associate Principal	$ 100,962.50	215	$ 469.59
High School Principal	$ 123,512.50	260	$ 475.05
CFO/Assistant/Deputy Superintendent	$ 137,350.00	260	$ 528.27

26-27 FULL TIME

July 2026

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2026

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
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Admin Specialist 1 - HS, ESC, Tran
Admin Specialist 2 - ESC, PF
Assistant Superintendent
Benefits Specialist
Board Clerk
Chief Financial Officer
Coordinator of Curriculum & Assessment
Coordinator of Employee Services
Coordinator of Human Resources
Coordinator of Plant Facilities
Coordinator of Public Information
Coordinator of Supplemental Programs
Coordinator of Technology
Custodian 1
Custodian 2
Custodian 3
Deputy Board Clerk
Deputy Superintendent
Director of Curriculum & Instruction
Director of Nutrition
Director of Plant Facilities
Director of Special Education
Director of Technology
Director of Transportation
Grounds 1
Grounds 2
Grounds Supervisor
HVAC Journeyman
HVAC Specialist
JROTC Instructor
Maintenance 1
Maintenance 2
Maintenance Supervisor
Mechanic
Mechanic Manager
Nutrition - ESC
Nutrition Warehouse Supervisor
Office Asst 1 - ESC, GE
Office Asst 2 - ESC, Tran, HG, KH, HS, GCA
Personnel Specialist
Plumbing Specialist
Principal - HS, Athletic Director
Technology 3
Technology 4
Technology Manager
Warehouse Assistant
Warehouse Delivery

January 2027

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26-27 220 Day

Coordinator of Health Services
Coordinator of Special Education
Office Asst 2 - GE
Principal - GCA
Principal - HG, KH

July 2026

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26-27 215 Day

Administrator Intern - HS, HG, KH, SI, ST
Associate Principal - HS, HG, KH
Office Asst 2 - SI, ST
Principal - SI, ST

July 2026

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June 2027

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26-27 205 Day

Administrator Intern - Elementary
Nutrition Delivery
Office Asst 1
Office Asst 2
Principal - Early Childhood, Elementary
Technology 1
Technology 2

July 2026

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Updates to Classified Handbook FY27

redlined page #	new page #	change
		revised language for conciseness and ease of interpretation
4	4	Removed definitions no longer used in handbook
5	5	Updated Meet and Confer Committee to new Classified Meet and Confer Advisory Committee
8	7	Edited Para Assessment to align with state statutes
8	7	Added initial health examination language
9	8	Increased translating compensation to $3/hr for scheduled meetings
10	9	Clarified retirement payout eligibility
11	10	Specified holiday pay eligibility
12 to 13	10 to 11	increased base wages by $0.25 per job grade
15	13	Clarified break requirement on parent-teacher conference days
16	13 to 14	Updated PTO language, clarified accrual and usage provisions
17	14	Edited FMLA language to ensure consistency with federal law
17	14	Updated Vacation Leave language
18 to 19	16 to 17	Updated Sick Bank to align with proposed negotiated agreement changes
20	17	Updated Health Insurance Committee to align with negotiated agreement
21	19	Removed outdated and redundant committee language
22	19	Edited Workers Compensation language to ensure consistency with federal law
23	-	Removed unnecessary Deductions section
25	20	Edited Staff Health and Safety language to ensure consistency with state statute
26 to 27	21 to 22	Clarified language for evaluation and discipline procedures

USD 457
GARDEN CITY
PUBLIC SCHOOLS

Classified Personnel Handbook

2026-2027

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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.~~H. 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.~~I. 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.~~
The Board retains all rights and authority granted under Kansas law except where specifically limited by this handbook.

Section B. ~~Employee~~ Classified Meet and Confer Advisory Committee

The administrative staff of USD 457, along with a Board representative, meet with the Classified Meet and Confer Advisory Committee for the purpose of receiving suggestions or concerns relating to salary, fringe benefits, ~~or conditions of employment~~ working conditions, and other matters affecting classified employees. The committee also serves as a communication link between employees and district administration.

Employees wishing to submit an item for consideration should contact ~~one of their~~ their buildings or department representative~~s~~ on the Classified Meet and Confer Advisory Committee.

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

The Classified Meet & Confer Advisory Committee will consist of one representative from each school building and one from each of the following departments: Special Education, Health Services, Nutrition Services, Supplemental Services, Instruction, Personnel, Business Office, Superintendent's Office, Technology, Transportation, and Plant Facilities.

Representatives will be selected by the classified employees within their building or department and will serve two-year terms. Representatives are responsible for sharing information from their building or department, bringing forward concerns or suggestions from employees, and communicating committee updates back to those they represent.

Employees are encouraged to participate and become actively involved through their representative in the meet and confer advisory 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 outside regular duty hours.~~
The Committee will meet each year on the first Wednesday of April to address concerns and give suggestions to Administration. Administration will meet with the Committee each year on the first Wednesday of September to inform them of any Classified Handbook changes and address concerns brought forth at the previous meeting in April. All meetings scheduled without administrative staff must be held outside regular duty hours.

The ~~Deputy Superintendent~~HR Coordinator is responsible for designating someone to record and distribute the minutes of the meetings to each ~~employee group~~building or department represented, all administrators, and the Board of Education.

Section C. Channels of Communication

Employees should address work-related concerns through their supervisor. If the supervisor is unavailable, employees may contact the HR Coordinator.

ARTICLE III. INITIAL EMPLOYMENT AND TRANSFER REQUESTS

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

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

Section A. Initial Employment Probation

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

1. Probationary Status

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

2. Leaves

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

3. Rate of Pay

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

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

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

4. Request for Transfer

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

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

5. Para Assessment

   Employees hired or transferred into positions that require a state-approved paraprofessional assessment must successfully complete the assessment prior to the first day of employment or the effective date of transfer. The assessment may be completed in the Personnel Office. ~~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.~~

Section B. Initial Health Examination

As outlined in Article IX, all new employees are required to complete a health examination prior to employment. The initial health examination will be scheduled through the District-designated physician at no cost to the employee. If an employee does not successfully complete the 60 day probationary period, the cost of the initial health examination ($120) may be deducted from the employee's final paycheck, as permitted by law.

ARTICLE IV. SALARIES AND WAGES

Section A. Salary Guide

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

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

Section B. Consideration For Reclassification and Salary Adjustment

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

consideration of the request. The HR Coordinator, Employee Services Coordinator, and Chief Financial Officer will consider all requests and notify supervisors of the determination.

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

Section C. Additional Compensation

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

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

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

Employees that are receiving the bilingual pay will also be entitled to receive an additional ~~$2/hr~~$3.00 per hour in addition to their normal hourly rate to translate scheduled meetings including but not limited to IEP meetings, parent/teacher conferences, and long term hearings. A brief description of the service provided must be included when the employee submits their timesheet.

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

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

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

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

Proficiency Rating – *for Hearing Impaired Paraprofessionals*

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

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

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

Level 3 Interpreter (27-33 pts)

Base salary plus $3.00 per hour. Criteria: The interpreter would be competent in upper elementary or intermediate level classrooms at an acceptable rate.

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

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

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

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

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

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

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

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

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

Section D. Retirement Compensation

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

~~An employee with 20 or more accrued PTO days upon retirement through KPERS, will receive compensation equal to $60 for each unused PTO day; provided, however, that to be eligible for such payment the employee gives written notice to the Personnel Office 8 weeks prior to his/her intended retirement date.~~

~~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.~~
To be eligible for any retirement-related payout under this section, an employee must: (1) retire through KPERS with full retirement benefits; (2) have completed at least twenty (20) years of employment with USD 457; (3) be in good standing with the District at the time of retirement; and (4) provide written notice of retirement to the Personnel Office at least eight (8) weeks prior to the intended retirement date.

Eligible employees shall receive an additional payment equal to one-twelfth of their annual salary upon retirement. Eligible employees with at least twenty (20) accrued PTO days shall receive compensation of $60 for each unused PTO day.

Eligible employees with earned vacation leave available at retirement shall receive compensation equal to their daily rate multiplied by the number of earned vacation days remaining.

Section E. Holiday Pay

District paid holidays designated on an employee's calendar will only be paid if the employee works or uses paid leave for their regularly scheduled hours on the scheduled duty day preceding and following the scheduled holiday. Employees may not defer or reserve paid leave in a manner intended to establish eligibility for holiday pay. If an employee does not have sufficient paid leave available to cover all regularly scheduled hours on the workday immediately before and after the holiday, the employee will not be eligible for holiday pay.

Section F. Base Hourly Rate

Job Grades	FY27 Base
10	$12.95
10M	$13.45
11	$13.80
11M	$14.25
12	$14.75
13	$15.80
14	$16.95
14T	$17.23
15	$18.10
15M	$18.81
15T	$18.40
30	$20.71
31	$23.48
32T	$31.25
34	$34.29

Position	Job Grade
CLERICAL	
ADMINISTRATIVE SPECIALIST 1	13
ADMINISTRATIVE SPECIALIST 2	14
BENEFITS SPECIALIST	31

Position	Job Grade
PARAPROFESSIONAL/OTHER	
ACCOMPANIST	14
CAMPUS MONITOR	15
CROSSING GUARD	10

BOARD CLERK	15
DEPUTY CLERK	13
OFFICE ASSISTANT 1	11
OFFICE ASSISTANT 2	12
PERSONNEL SPECIALIST	31
PSYCHOLOGY SPECIALIST	14
SUBSTITUTE SPECIALIST	13
TRANSLATOR	13
TRANSPORTATION	
MECHANIC	14T
MECHANIC MANAGER	32T
BUS DRIVER	15T

PARAPROFESSIONAL 1	10
PARAPROFESSIONAL 2	10M
PARAPROFESSIONAL 3	11M
PARENT EDUCATOR	13
TEACHER APPRENTICE	13
YOUTH OFFICER	15
TECHNOLOGY	
TECHNOLOGY 1	12
TECHNOLOGY 2	13
TECHNOLOGY 3	15
TECHNOLOGY 4	31
TECHNOLOGY MANAGER	34
CYBER SECURITY MANAGER	34

Position	Job Grade
PLANT FACILITIES	
CUSTODIAN 1	11
CUSTODIAN 2	12
CUSTODIAN 3	13
GROUNDS 1	12
GROUNDS 2	13
GROUNDS SUPERVISOR	15
HVAC SPECIALIST	14
HVAC JOURNEYMAN	33
PLUMBING SPECIALIST	30
MAINTENANCE 1	13
MAINTENANCE 2	14
MAINTENANCE MANAGER	31
WAREHOUSE ASSISTANT	12
WAREHOUSE DELIVERY	11
WAREHOUSE SUPERVISOR	15
NUTRITION	
NUTRITION 1	10
NUTRITION 2	11
NUTRITION 3	12
NUTRITION 4	13
NUTRITION DELIVERY	11
NUTRITION WAREHOUSE SUPERVISOR	15

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

ARTICLE V. HOURS AND AMOUNTS OF WORK

Section A. Work Day

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

Section B. Work Week

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

Section C. Work Year

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

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

Section D. Time Sheets

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

Section E. Overtime Compensation

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

Section F. Holidays Worked

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

Section G. Rest Periods & Travel Time

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

Daily Hours Worked	Rest Periods	
	A.M.	P.M.
8.0	15 minutes	15 minutes

7.0 to 7.5	15 minutes	10 minutes
6.0 to 6.5	10 minutes	10 minutes
4.0 to 5.5	10 minutes	
Less than 4.0	None	

2. Rest periods are subject to certain restrictions:

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

3. For employees working over 6 hours per day, a minimum of 30 minutes unpaid time must be taken as a lunch break.
   ~~e.~~a. Classified staff who are scheduled to work during parent-teacher conference days or other special work schedules are required to follow the lunch and rest break requirements as outlined above.

~~3.~~4. For hourly employees, additional compensation will not be provided for travel time during the employee's normally scheduled work day. Additional compensation is only provided while the employee is actually driving outside their normal work schedule.

Section H. Pay Day

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

ARTICLE VI. LEAVES

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

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

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

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

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

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

Section A. Paid Time Off

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

Employees who are absent as a result of a work-related injury caused by a student while acting within the scope of their employment will not be required to use accrued PTO during the period of absence, subject to District procedures and applicable workers' compensation requirements.

Leave Provisions

All full-time and part-time classified employees are granted one PTO day per month worked and an additional day each September and February. For purposes of PTO accrual and usage, one (1) day is equivalent to the number of hours in the employee's regularly scheduled workday. PTO must be requested in one-hour increments, however, if an employee's remaining PTO balance is less than one hour, the employee may use the remaining balance.

New employees do not begin accruing PTO until the completion of probationary period.

Employees may accumulate PTO on the following basis:

~~Number of Months Worked~~Position	Total Days Granted Per Year (up to)	Total Accumulation
Full-time Employee (261 days)	14	60
Part-Time Employee		
~~Months in work year:~~		
~~11~~220 Day	13	60
~~10~~205-215 Day	12	60
~~9~~195 Day (or less)	11	60
Crossing Guards	10	0
Temporary, Student Employee, Substitute	0	0

Basic Family and Medical Leave Act (FMLA) Leave Entitlement

~~USD 457 employees that have worked for at least 12 months and at least 1,250 hours during the 12 month period prior to a qualifying absence will be eligible for FMLA leave. If an employee is eligible they may request up to 12 weeks of unpaid, job protected leave within a 12 month period. In the event both spouses are employees of USD 457, their absences cannot jointly exceed the 12 weeks of FMLA.~~
Employees may be eligible for leave under the Family and Medical Leave Act (FMLA). Employees should contact the Benefits Specialist for eligibility and application procedures.

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

Section B. Unused Paid Time Off

All classified employees who have more than 60 days of unused PTO as of June 30 of the current year and who return to work the following year, will be compensated at $75 per day, up to 15 days, in their September paycheck.

Section C. Vacation Leave

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

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

~~4.~~3. At the completion of the eighteenth work year – 1 ½ days per month (beginning July 1 after completion of the eighteenth year), plus 1 additional vacation day on July 1, and another 1 on January 1.

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

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

Employees who separate from employment with the district and are later rehired will be treated as new employees for purposes of vacation leave accrual. Upon rehire, employees will begin accruing vacation leave at the initial rate following completion of the probationary period, regardless of prior years of service with the district.

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

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

1. Professional Leaves and Absences

   The employee's supervisor may grant permission to employees to attend professional meetings, or other activities for professional growth and improvement. There will be no deduction from the employee's pay for regular work time missed while attending such a meeting. If the meetings are outside the employee's normal work time and are voluntary on the part of the employee, there will be no obligation on the part of the District to provide additional compensation to the employee. District inservices do not qualify for professional leave.

   Expenses may be authorized by the Assistant Superintendent and Chief Financial Officer to attend meetings which will be beneficial to the District.

2. Witness or Jury Duty

   Employees of the District shall be excused for jury duty or in response to duly issued subpoenas with no jeopardy to their employment. The employee will receive their regular daily salary and shall surrender to the Business Office any and all compensation for jury duty or in response to subpoenas as is normally established by court, except for mileage. The employee shall report to work at any time during the employee's work day that they are not required to be present for witness or jury duty.

   The Deputy Superintendent has the authority to request for the Board that the employee be excused from service or their service be delayed, provided the special nature of the employee's qualifications would make it difficult to secure an adequate substitute or if the timing of the proposed jury duty affords a threat to the welfare of the school or children.

3. Extended Leave

   An extended leave of absence of up to 12 months may be granted within the school year if recommended by the employee's supervisor and approved by the Deputy Superintendent. The request for a leave of absence must be presented to the employee's supervisor in writing and then presented to the Deputy Superintendent for approval or

denial. An employee will receive no paid leave, except the use of accumulated PTO for health reasons, during the leave of absence, provided this complies with the Family Medical Leave Act. The Employee Services Coordinator will determine if benefits will be affected by the approved extended leave and will discuss with employee. Reinstation to a position at the end of the extended leave of absence is subject to the availability of open positions and is not guaranteed, except as required by law.

Section E. Illness and Disability Bank

Purpose: An illness and disability bank has been established to assist classified district employees in two ways:

1. A classified employee who, as a result of a catastrophic or extended illness or injury, has exhausted all accumulated leave, by providing those employees eligible with additional leave days from the Bank.
2. A classified employee, due to the birth of a child or adoption of a child under the age of 6, may apply to use up to 5 days of leave from the Bank. The employee does not need to have exhausted all of their accumulated paid time off or vacation leave prior to application.

The Bank: ~~At the beginning of each school year, the Board will provide a total of 95 days to The Bank to be used as set forth herein.~~ Classified Employees may ~~also~~ donate leave to The Bank. At least one day per employee must be donated by September 1 in order to have access to use The Bank during that fiscal year. ~~The total number of days donated by classified employees will be added to the 95 provided by the Board and will be split in half, or as near as possible.~~

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

1. Must have donated at least one day of their own leave during the designated donation period.
2. Apply prior to the birth of a child, or adoption of a child under the age of 6, or within 20 duty days following the date of the birth or adoption.
3. Must submit an application for use of bank days to the Deputy Superintendent or their designee on forms provided by the district and must submit all additional information requested.
4. No consideration shall be given to whether or not the classified employee is receiving salary protection under the group salary protection insurance that is available to District employees.
5. No consideration shall be given for seniority.
6. Bank days credited may not exceed 5 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 have been employed with the district for the six months prior to applying for the use of The Bank.
4. The illness or injury suffered by the employee must be of such a nature that prevents the employee from fulfilling their duties for a period of at least 5 duty days after all leave days have been used. Exceptions may occur and will be given due consideration to the individual circumstance.
5. The employee must submit an application for use of bank days to the Deputy Superintendent or their designee on forms provided by the district and must submit all additional information as requested.
6. Pregnancy **does not** constitute a catastrophic or extended illness.
7. Workers compensation claims will not qualify for eligibility from the sick bank.
8. No consideration shall be given to whether or not the classified employee is receiving salary protection under the group salary protection insurance that is available to District employees.
9. No consideration shall be given for seniority.
10. Employees with an immediate family member (spouse, children or parents) who has suffered a catastrophic illness or injury may be eligible for participation in the sick bank.
11. Bank days credited may not exceed 15 days for any one application. In the event the classified employee's disability extends beyond the number of bank days credited, the employee may reapply for additional days; provided, however, that no one applicant may receive more than 30 days during any school year.

Procedure: The eligible employee, as determined by the above criteria must file an application for use of bank days on forms provided by the district. The applications should be filed as soon as all of the above criteria has been met, or in

advance thereof, if medical evidence is available indicating a reasonable expectation that all criteria will be met. (Application forms may be requested from the Payroll Department.)

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

The employee receiving bank days shall be paid for each bank day at a rate equal to 100% of their base daily rate..

Unused Balance: Any unused days as of June 30, along with the monetary value of 95 days, will be applied to the following year's health fund to help offset potential insurance premium increases.

ARTICLE VII. BENEFITS

Section A. IRC Section 125 "Cafeteria Fringe Benefit Plan

The IRC Section 125 "Cafeteria" Fringe Benefit Plan for classified employees includes: (1) health/dental insurance; (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; (8) health savings account (9) short-term disability; and (10) hospital indemnity plan.

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

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

Section B. Health Insurance

~~A committee shall be established to review the District's current health insurance plan and research alternate sources. The committee shall consist of the Benefits Specialist, Chief Financial Officer, Employee Services Coordinator, one administrator, five certified staff to be appointed by the GCEA president, and five classified staff.~~ The District's health insurance plan will be reviewed and administered in accordance with the current negotiated agreement.

Section C. Employer Partially Paid Fringe Benefit

The Board shall provide each eligible employee a monthly sum of $900, 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.

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 15th year with USD 457.

Vesting Schedule

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

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

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

~~6. In the event of considering new options for retirement benefits, a USD 457 Retirement Plan Oversight Committee, made up of representatives from the Board, administration, GCEA and classified staff, will need to be assembled to select and maintain a group of investment options, including Conservative, Moderate and Aggressive investment tracks. Employees must select from these options for all investments into their Retirement Plan Portfolio. Separate investment options may be made for an employee's Employer Paid Account and their Employee Paid Account. NOTE: This plan in no way limits additional voluntary contributions into separate qualified retirement accounts with qualified providers up to the amount(s) allowed by State and Federal laws and regulations.~~

~~7.~~6. 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.~~7. If any provision of this plan is determined to be in violation of Federal or State laws or regulations, then the entire plan shall immediately terminate and shall be of no further force or effect unless re-adopted by the Board.

Section E. Kansas Public Employees Retirement System (KPERS)

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

Section F. Workers Compensation

~~If an employee is injured while performing job related duties, the district shall pay compensation to the employee in accordance with the provisions of the Kansas Workers Compensation Act, K.S.A. 45-501 et seq., as from time to time amended. In order to provide such benefits to the employees the District is authorized to negotiate for and obtain an insurance policy in the name of the school district.~~

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

~~Considering payment of compensation benefits, no employee shall be entitled to receive an amount greater than their average daily rate of pay. If an injured employee elects to receive benefits under the District's 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 paid time off or take a deduction in pay for this time.~~

~~A. Minor injuries during the school year should be reported to and treated by the school nurse.~~

~~B. Other personal injuries or illnesses not treatable by the school nurse shall be referred to the District's appointed physician. Said physician shall evaluate and treat as necessary, or shall make a referral to another physician for further care. The school district appointed physician's findings shall be made available to both USD 457 and the company or agent issuing the policy of workers' compensation insurance for the District.~~

~~C. The school district shall not be liable for the payment or reimbursement of any charges for medical services or treatment not provided in accordance with this policy.~~

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

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

~~A. Notification of the occurrence of an accident shall be given by the employee to the employee's immediate supervisor upon the occurrence of such accident, or within 24 hours.~~

~~B. The personal injury or illness by accident shall be reported to the Benefits Specialist as soon as practical after the occurrence of the accident, but in no event later than 24 hours after the incident occurs.~~

~~C. The employee's supervisor shall be responsible for completing a written report form with respect to any such reported accident or injury. If applicable, the Benefits Specialist shall file a copy of such report with the company or agent issuing the policy of worker's compensation issuance for the district, and with the office of the Kansas Workers Compensation Director.~~

Employees who are injured or become ill as a result of a work-related incident may be eligible for benefits under the Kansas Workers Compensation Act.

All work-related injuries or illnesses must be reported immediately to the employee's supervisor and the Benefits Specialist, but no later than 24 hours after the incident occurs.

Medical treatment for work-related injuries must be obtained through the District's designated workers compensation provider unless otherwise authorized. Failure to follow workers compensation procedures may affect eligibility for benefits.

Employees may be required to provide documentation related to a work-related injury or illness and cooperate with all workers compensation requirements.

Questions regarding workers compensation benefits, reporting procedures, or approved medical providers should be directed to the Benefits Specialist.

Employees who miss work due to a work-related injury or illness may be eligible for wage replacement benefits as provided by law. Employees may be required to use available paid leave in accordance with District procedures.

~~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 Office.

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 Office and the employee is requested to sign the Employee Termination Exit Checklist form with the Benefits Specialist.

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

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

Attendance/Failure to Report to Work

USD 457 expects employees to report for work on time, for every scheduled work day. An employee who is unable to report to work at the designated time is required to notify their supervisor of the absence or the reason for it. An employee who fails to report to work for three (3) consecutive scheduled work days without notifying their supervisor of the absence or reason for it will be considered as having voluntarily resigned after the third day the employee fails to report to work.

ARTICLE IX. STAFF HEALTH AND SAFETY

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

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

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

~~(b) Upon presentation of a signed statement that he or she is an adherent of a religious denomination who religious teachings are opposed to physical examination, any person, to who provisions of subsection (a) apply, shall be permitted to submit, as an alternative to the certification of health required under subsection (a), certification signed~~

~~by a person licensed to practice medicine and surgery under the laws of any state that freedom from tuberculosis has been established.~~

~~2. All employees, including bus drivers, are required to submit proof of a physical examination within the first 30 days of employment. The cost of initial examinations shall be paid by the employee. A completed Certificate of Health form must be received by the Personnel Office prior to the beginning date of employment.~~

~~3. Bus drivers are required to have a DOT physical checkup as prescribed by state regulations. The cost for DOT examinations required beyond the initial physical examination will be paid by the district.~~

~~4. TB tests and physical exams must be no older than one calendar year from hire date.~~

~~5. The initial and continued employment of those subject to physical examinations is contingent upon verification of good health as shown by the examination, and the judgment of the examining physician or other competent medical authority.~~

~~6. A person who has a health deficiency, which can and should be corrected in order to be fully effective, shall be expected to obtain those corrections. Unless evidence of removal or normal progress toward removal of health deficiencies is shown, the person shall not be considered for hiring or continued employment.~~

~~7. Continued Health Appraisal~~

~~a. If, in the opinion of a school principal or other administrator, an employee's health becomes such that it may affect adversely the health or safety of others, or if it becomes such that the employee is unable to render satisfactory service in the position, or if it becomes such that the educational opportunities of children are impaired or endangered by the employee, the employee's condition shall be reported to the Superintendent of Schools or the Superintendent's representative to have a physical examination by a physician selected by the school administration. The cost of this examination will be borne by the Board of Education~~

~~b. The report of this examination will be furnished by the examining physician to the Personnel Office. The report shall include not only objective evidence, but also a clear value judgment concerning the physical condition of the employee.~~

~~c. The Superintendent or the Superintendent's representative shall prepare a recommendation consistent with the medical findings and judgment, and shall present it to the Board for such action as the Board may deem appropriate.~~

~~d. If an employee is reported to have health difficulties, which could and should be corrected in order for the employee to be fully effective in the position, the employee will be expected to secure those corrections. In such a case the employee will give evidence of having commenced corrective procedures and will make an appointment, at the employee's own expense, for a reexamination within a period of six months.~~

In accordance with state statues, as a condition to entering employment, all new employees are required to complete a health examination, which includes a tuberculin test, and submit the Certification of Health form to the Personnel Office prior to the first date of employment. If at any time there is reasonable cause to believe that any employee is suffering from an illness detrimental to the health of the students and/or staff, the Board may require a new certification of health.

ARTICLE X. GRIEVANCE PROCEDURE

See Board Policy GAE Complaints.

ARTICLE XI. EMPLOYEE APPRAISAL PROCEDURES

Section A. Evaluation of Classified Staff

1. 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.

2. In the event that an employee's performance is determined to be unsatisfactory or substandard, the necessary form of corrective discipline may be administered.

3. The responsible person for evaluation shall be as follows:

   a. Administrative Support Staff – Superintendent, Chief Financial Officer, Deputy Superintendent, Assistant Superintendent, Director, Coordinator or Principal.
   b. Technology Support Staff – Director of Technology
   c. Instructional Support Staff – Director, Coordinator, Principal
   d. Maintenance & Operations Staff – Director of Plant Facilities
   e. Nutritional Services Staff – Director of Nutrition Services
   f. Transportation Services Staff – Director of Transportation

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

~~Annual evaluations will determine if employment is recommended for the following school year.~~Annual evaluations are intended to provide performance feedback and assist in employment decisions.

4. 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. Custodial employees may be evaluated beginning May 1 and should be complete by June 15.

Section B. Disciplinary Procedures

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

1. INFORMAL DISCIPLINE – this type of disciplinary action may be used in cases when infractions are slight and do not warrant formal actions. The penalties vary in these instances; the supervisor may deny certain privileges.

2. FORMAL DISCIPLINE – formal discipline is prompted by outright violation of district rules or regulations. These offenses and their appropriate punishment are handled according to the seriousness of the offense and the employee's past record. The offenses may result in any of the following actions:

   a. **Oral or Written Reprimand** – This is the most frequently used and the mildest form of formal discipline. It is a warning, which at the same time tries to get at the root of the problem and overcome the source of difficulty. When the supervisor gives an oral reprimand, they make a brief note of it for their own future reference and guidance. When they issue a written reprimand, the supervisor will furnish the employee with one copy and places another in the employee's personnel file. The employee will be asked to sign the written reprimand to acknowledge receipt and participation in the disciplinary conference; the employee's signature does not indicate agreement with the contents of the reprimand. It becomes a matter of record.

b. **Suspension With Pay** – The supervisor, with approval of the Superintendent or their designee, may suspend an employee with pay for an indefinite period. This action is taken when district administrators determine time is needed to investigate charges against an employee, or while the dismissal procedures are being implemented.

c. **Suspension Without Pay** – This form of discipline is utilized in severe cases. Suspension without pay is authorized only after the employee has had the opportunity to have a conference with the supervisor to discuss the problem. After the conference, the supervisor, with the approval of the Superintendent or their 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.~~ The District reserves the right to terminate employment immediately when it determines such action is appropriate. Circumstances that may result in immediate dismissal include, but are not limited to, violations of District policy, misconduct, safety concerns, insubordination, dishonesty, or other conduct determined by the District to warrant immediate separation.

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

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

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

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

   An employee whose job performance and/or work habits are determined to be poor or unsatisfactory may be placed on probation immediately following the evaluation conference with the supervisor. The probation period should not exceed 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 HR Coordinator.

Section C. Employee Probation (Outside Initial Employment Probation)

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

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

The employee will be notified of the probation, in writing, by the supervisor or other district administrator. The employee will be given expectations for improvement and/or action steps.

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

ARTICLE XII. EMERGENCY CLOSINGS

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

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.

DISMISSAL BECAUSE OF INCLEMENT WEATER

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

1. All classified employees who work a minimum of 205 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, they may:
        i. Use paid time off.
        ii. Take the day without compensation.
    c. In the event the Superintendent declares an inclement weather day for all staff, employees must be actively working or using paid time off the day prior to and the day after the designated inclement weather day in order to be compensated for an Inclement Weather Day.

2. All other classified employees:

    a. Will be compensated up to their normal daily rate for the first four designated Inclement Weather Days for hours not worked on those days. Employees must be actively working or using paid time off the day prior to and the day after the designated inclement weather day in order to be compensated for an Inclement Weather Day.
    b. After the four designated Inclement Weather Days are exhausted, employees have the following options:
        i. Report to work, with the permission of the administrative supervisor. The employee is to report to work only if the supervisor is working and there is productive work the employee could be doing.
        ii. Use paid time off.

        iii. Take the day without compensation.

B. When school is dismissed for the entire day because of inclement weather and the dismissal will result in an additional day of school added at the end of the year:

1. All classified employees who work a minimum of 205 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. One additional day will be added to the employee's calendar and the employee will be paid for that day when worked.

C. When school is dismissed after classes have begun because of inclement weather:

1. All classified employees who work a minimum of 205 days per year will work regular hours.

2. All other employees will be allowed to leave when all the students have left the building. The time will not need to be made up and employees will be compensated up to their daily rate unless 4 prior Inclement Weather Days have been used. The principal may reserve the right to request employees to help supervise children who cannot get home immediately.

D. When school starts one or two hours late because of inclement weather:

1. All employees will report to work 30 minutes prior to the new start time.

~~2.~~ Inclement Weather Days are included in the annual calendar. No school will make up days missed for inclement weather until a particular school has missed more days than the inclement weather days provided in the calendar. The Board will determine when excessive missed days are to be made up.

~~3.~~2.

E. Inclement Weather Days may not be used more than four times per employee. Compensation will only be paid for hours not worked on the four designated days and time may not be split up and used for days other than those four designated days.

ARTICLE XIII. PROFESSIONAL DRESS

Employees are expected to maintain a professional appearance appropriate for their position, work environment, and daily responsibilities. Examples of appropriate attire include:

1. Slacks, khakis, jeans, collared shirt, sweater, sport coat, blouse, skirt, dress, dress shorts, pant suits, school shirts.
2. Unless otherwise approved by the building principal or supervisor, athletic wear and sweatshirts are not considered professional attire.
3. Clothing and shoes must be in good repair and appropriate for the school setting and the day's activities.
4. Nutrition Services, Plant Facilities, and Transportation employees may wear uniforms or other attire more appropriate for the type of job they are performing.

An employee who is uncertain about whether a clothing item qualifies as professional attire should ask their supervisor. Educational Support Center staff should adhere to commonly accepted business casual standards of dress and may wear jeans only on designated days. An employee may request an exception due to health considerations from their supervisor.

Discipline issues regarding professional dress will be handled by the employee's supervisor after consultation with the Superintendent or their designee as follows:

1. One verbal warning
2. One documented conversation
3. Conference Report (Form 57)
4. Documentation in the employee's evaluation

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/Cell Phone Stipends

Mileage and cell phone stipends will only be granted to those employees that are in positions approved by the Superintendent or their designee.

ARTICLE XV. ADMISSION TO SCHOOL SPONSORED EVENTS

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

Schools should follow these procedures:

A. Those schools charging admission to public performances or scholastic events will honor school district identification cards, whereby each of these employees and their companion may be admitted to all events held under the direct sponsorship of that school.

B. District passes or I.D. cards are not valid at events sponsored directly by the Kansas State High School Activities Association. Generally, these events are district, regional or state play-offs in athletic events. Neither will district passes admit a holder to events sponsored by outside organizations.

C. The holder of a district pass must pay extra if the I.D. card is to be used toward purchasing reserved seats.

26-27 FULL TIME

July 2026

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August 2026

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September 2026

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October 2026

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November 2026

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Admin Specialist 1 - HS, ESC, Tran
Admin Specialist 2 - ESC, PF
Assistant Superintendent
Benefits Specialist
Board Clerk
Chief Financial Officer
Coordinator of Curriculum & Assessment
Coordinator of Employee Services
Coordinator of Human Resources
Coordinator of Plant Facilities
Coordinator of Public Information
Coordinator of Supplemental Programs
Coordinator of Technology
Custodian 1
Custodian 2
Custodian 3
Deputy Board Clerk
Deputy Superintendent
Director of Curriculum & Instruction
Director of Nutrition
Director of Plant Facilities
Director of Special Education
Director of Technology
Director of Transportation
Grounds 1
Grounds 2
Grounds Supervisor
HVAC Journeyman
HVAC Specialist
JROTC Instructor
Maintenance 1
Maintenance 2
Maintenance Supervisor
Mechanic
Mechanic Manager
Nutrition - ESC
Nutrition Warehouse Supervisor
Office Asst 1 - ESC, GE
Office Asst 2 - ESC, Tran, HG, KH, HS, GCA
Personnel Specialist
Plumbing Specialist
Principal - HS, Athletic Director
Technology 3
Technology 4
Technology Manager
Warehouse Assistant
Warehouse Delivery

January 2027

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26-27 220 Day

Coordinator of Health Services
Coordinator of Special Education
Office Asst 2 - GE
Principal - GCA
Principal - HG, KH

July 2026

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26-27 215 Day

Administrator Intern - HS, HG, KH, SI, ST
Associate Principal - HS, HG, KH
Office Asst 2 - SI, ST
Principal - SI, ST

July 2026

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June 2027

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26-27 205 Day

Administrator Intern - Elementary
Nutrition Delivery
Office Asst 1
Office Asst 2
Principal - Early Childhood, Elementary
Technology 1
Technology 2

July 2026

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26-27 190 Day

Campus Monitor
Youth Officer

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26-27 Paraprofessional

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26-27 Nutrition

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Nutrition 2
Nutrition 3
Nutrition 4

August 2026

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February 2027

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26-27 Bus Driver

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26-27 Parent Educator

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26-27 Teacher Apprentice

August 2026

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February 2027

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26-27 Crossing Guards

August 2026

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November 2026

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February 2027

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GARDEN CITY HIGH SCHOOL

ATHLETIC & ACTIVITY HANDBOOK



Athletic Director: Matt Bayer

Assistant Athletic Director: Nate Bailey

Administrative Assistant: Gina Basilio

2720 Buffalo Way Boulevard

Garden City, Ks 67846

Phone: 620-805-543 - Fax: 620-805-5629

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BUFFALO ATHLETICS VISION, MISSION AND CORE VALUES

Buffalo Athletics Vision Statement | Become the premier athletic program in the State of Kansas with all teams finishing in the top 8 of 6A schools annually.

Buffalo Athletics Mission Statement | Provide our students, school, and community with the best student-athlete experience in the State of Kansas!

Buffalo Athletics Core Values | Committed to the Process, Integrity, #1Herd

CONFERENCE AFFILIATION – WESTERN ATHLETIC CONFERENCE

Garden City High School offers a wide variety of athletic and activity programs for the high school students. The school is a member of the WAC Conference which was established in 1992.

Conference members are:

Garden City High School | Hays High School | Great Bend High School
Liberal High School | Dodge City High School

The conference maintains a regular-season championship, recognizes all-conference selections in each sport, and has established a WAC Cup for the top-performing athletic program in the conference. All WAC Selections are made at conference meetings as voted on by the WAC coaches of that sport.

It is USD 457 and Garden City High School's goal to maintain high competitive levels with our athletic/activities programs.

KSHSAA ATHLETICS:

Baseball	Lance Allred
Basketball – Boys	Luke Swedburg
Basketball – Girls	Kelley Snodgrass
Bowling	Bethany Howard
Cheerleaders	Michelle Newsome
Cross Country	Krista Linenberger
Dance Team	Hillary Watson
Football	Joe Price
Golf – Boys	Mitch Moore
Golf – Girls	Chris Duncan
Soccer – Boys	Jose Vital
Soccer – Girls	Jose Vital
Softball	Katrina Moquett
Swimming – Boys	Aleisha Stepp
Swimming – Girls	Jennifer Meng
Tennis – Boys	David Snodgrass
Tennis – Girls	David Snodgrass
Track & Field	Robert Majeski
Volleyball	Trista Bailey
Wrestling	Paul Lappin

KSHSAA ACTIVITIES:

Band	Ryan Partin
Debate	Aimee Brandt
Drama	Mark Van Savage
Forensics	Russ Tidwell
Orchestra	Summer Miller
Scholars Bowl	Rajneesh Devgan
STUCO	Kylee Hipp
Vocal Music (Choir)	Abigail Martinez

ACTIVITIES & CLUBS:

Art Club	Kaitlin Hahn
AVID	Levi Burnfin
BBS-TV	Eric Velander
CABS	Jane Schneider
Chess Club	Not Active
Clay Target Club	Dru Saddler
Culture Club	Not Active
Drum Line	Perla Carrasco
Educators Rising	Japheth Quilicol
Fashion Club	Not Active
FBLA	Not Active
FCCLA	Maldonado/Hilt
FFA	Elizabeth Huck
FFA	Cade Anderson
Flag Team	Katlyn Mora
Folkloric Dance	Not Active
French Club	Alex Olinger
Gaming Club	Not Active
Green Club	Mitchelle Perez
GSA	James Beard
HOSA	Jane Schneider
HALO	Anabel Tonche
JAG	Jarrod Spencer
JROTC	Col. Burr / SGT Peterson
KBFZ Radio	Eric Velander
Literature Club	Tonya Lappin
Modern Show Choir	Abigail Martinez
National Honor Society	Wendy Terpstra
Prom	Paige Reich/Kylee Hipp
Pro Star	Elisabeth Maldonado
Photography	Brian Nelson
Robotics	Scott Glass
Skills USA	Don Murrell
Spanish/French NHS	Not Active
Sugar Beet	Brian Nelson
Thespians	Mark Van Savage
Yearbook	Brian Nelson
Young Entrepreneurs	Ember Dortch

STUDENT ELIGIBILITY:

The staff, coaches and sponsors at Garden City High School realize the importance of each student maintaining an acceptable level of academic excellence and classroom behavior.

There are two levels of eligibility, which can affect a student athlete at GCHS. They are the KSHSAA requirements and those requirements established by the USD 457 Board of Education and Garden City High School.

THE KANSAS STATE HIGH SCHOOL ACTIVITIES ASSOCIATION REQUIREMENTS ARE AS FOLLOWS:

1. The student is a bona fide undergraduate student in good standing.
2. The student shall have passed at least five new subjects (those not previously passed) of unit weight, or its equivalence, the previous semester or the last semester of attendance.
3. The student shall be enrolled in and attending a minimum of five new subjects (those not previously passed), of unit weight, or its equivalence, during the present semester at GCHS.
4. Any student, who reaches nineteen on or before September 1, shall be ineligible for interscholastic activities. Any student, who reaches nineteen after September 1, shall be eligible for the remainder of that school year. The same rule applies to 9th graders who reach the age of 16 on or before September 1st.
5. They do not engage in outside competition in the same sport while they are a member of a school squad.
6. They have passed an adequate physical examination by a physician and have the written permission of their parents.
7. They have met the requirements of the transfer rule.
8. They have not competed under a false name or for money or merchandise of intrinsic value and have observed all other provisions of the amateur rule.
9. The student-athlete's attendance is regular and conduct and sportsmanship satisfactory.
10. Seniors who are concurrently enrolled at GCHS and in college credits at GCCC must be passing all but one subject. Each 3-hour course at GCCC equals 1 class at GCHS. A 5-hour course at GCCC equals 2 classes at GCHS. Students enrolled at GCCC must receive dual credit for classes taken at the college.
11. Any student shall not have more than eight (8) semesters of possible eligibility in grades nine through twelve.

KSHSAA STUDENT NOT IN GOOD STANDING:

- Rule 14 - BONA FIDE STUDENT - Article 2:
    - A student who is under penalty of suspension or whose character or conduct brings discredit to the school or to the student, as determined by the principal, is not in good standing and is ineligible for a period of time as specified by the principal.
    - A student not in good standing due to discipline imposed by their school or district does not become eligible by transferring to a new school. Good standing status resumes when the

disciplinary requirements of the imposing school have been fulfilled and written notice is provided.

GARDEN CITY HIGH SCHOOL REQUIREMENTS:

The requirement for student eligibility as established by Garden City High School and the procedures for implementing this policy are outlined below:

1. **Academic** - Each student will be required to meet the KSHSAA state standards as outlined above. In addition to the KSHSAA state standards a grade report for the eligibility period (Sunday to Sunday) will be run twice weekly. On Tuesday morning the Athletic Department will run a warning list followed by a final list on Friday morning, to determine which students currently involved in an activity or athletic sport are earning more than one "F" in any class. Any student who has an "F" in more than one class, on **BOTH** the Tuesday list and Friday list, will be declared ineligible for the entirety of the following grading period (the following Sunday to Sunday) without exception. The first grade report of each semester will run on the 3rd full week of the semester. Each student will be allowed one probationary week per season. Coaches may have policies that are more restrictive than this policy, but not less restrictive. The eligibility requirement will apply to KSHSAA Athletics/Activities. Semester school grade recovery does not count toward KSHSAA eligibility.
2. **Behavior** - Each student is expected to maintain an acceptable level of behavior and eligibility. USD 457 and Garden City High School has a vital interest in maintaining a safe and healthy environment for all students, including those participating in school-sponsored activities. Being under the influence of controlled substances or alcohol, or using a tobacco product, poses serious safety and health risks to the user and other students. USD 457 recognizes its obligations to its students for the provision of services and activities that are free of the influence of controlled substances, alcohol, and tobacco. USD 457 will endeavor through this policy to provide controlled substances, alcohol and tobacco free participation by students in school-sponsored activities. USD 457 further expresses its intent through this policy to comply with federal and state rules, regulations, or laws that relate to the maintenance of an educational environment free from controlled substances, alcohol, and tobacco, and to prevent accidents and injuries resulting from the use of controlled substances or alcohol. USD 457 believes that all students who participate in school-sponsored activities should refrain from the use of controlled substances, alcohol, and tobacco.

DEFINITIONS:

1. **Alcohol** - means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.
2. **Controlled Substances** - means any drug, substance, or immediate precursor included in any of the schedules designated in K.S.A. 65-4205, 65-4107, 65-4109, 65-4111, and 65-4113 and amendments to those sections. For the purpose of this policy, controlled substances shall also mean toxic vapors or any solvent, material, substance or chemical releasing toxic vapors which are inhaled for the purpose of causing a condition of, or inducing symptoms of intoxication, elation, euphoria, dizziness, excitement, irrational behavior, exhilaration, paralysis, stupefaction, or dulling of the senses of the nervous systems or for the purpose of, in any manner, changing, distorting, or disturbing the auditory, visual, or mental processes.

3. **Steroid** - In accordance with KSHSAA policy, Rule 14, Article 4 – a student who uses anabolic steroids would be ineligible for interscholastic competition until such time as medical evidence can be presented that his/her system is drug free.
4. **Reasonable suspicion of controlled substances or alcohol use** - means the existence of articulable facts sufficient to support a belief that a student has used or is using controlled substances or alcohol.
5. **School-sponsored activity** - means any activity in which a student participates and which is sponsored by USD 457. School-sponsored activities shall include, but not be specifically limited to, athletics, cheerleading, forensics, debate, music, academic clubs or organizations, special interest clubs or organizations, and all activities governed by the Kansas State High School Activities Association (KSHSAA).
6. **Student -** means any person enrolled as a student in USD 457, and who participates in one or more school-sponsored activities.
7. **Tobacco -** means any product containing tobacco, including but not specifically limited to, cigarettes, cigars, pipes, snuff, chewing tobacco, and all smokeless tobacco products.
8. **USD 457** - means the Unified School District No. 457, Garden City, Finney County, and State of Kansas.

PROHIBITIONS:

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

REASONABLE SUSPICION TESTING:

1. USD 457 may require a student to submit to a controlled substances test when USD 457 has reasonable suspicion to believe that the student has violated the prohibitions of this policy concerning controlled substances. USD 457's determination that reasonable suspicion exists to require the student to undergo a controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, attitude, behavior, speech, performance, or body odors of the student. The observations may include indications of the chronic and withdrawal effects of a controlled substance.

2. USD 457 may require a student to submit to an alcohol test when USD 457 has reasonable suspicion to believe that the student has violated the prohibitions of this policy concerning alcohol. USD 457's determination that reasonable suspicion exists to require the student to undergo an alcohol test must be based on specific, contemporaneous, articulation observations concerning the appearance, attitude, behavior, speech, performance, or body odors of the student.

3. The required observations for controlled substances, and/or alcohol reasonable suspicion testing shall be made by a USD 457 employee who is trained to determine whether reasonable suspicion exists to require a student to undergo testing.

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

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

NOTIFICATION OF TEST RESULTS:

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

CONSEQUENCES FOR STUDENT ENGAGING IN PROHIBITED CONDUCT INCLUDING CONTROLLED SUBSTANCES, ALCOHOL, OR TOBACCO:

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

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

1) **First Offense:** A first time violator shall be subject to the following sanctions:
   a) The student will be suspended 0 - 3 days out of school, and/or may be referred for a long-term suspension hearing.
   b) Suspension from all student activities for a period of not less than 30 calendar days.
   c) Intervention by the Intervention Team will begin and recommendations will be made.
   d) Parents/guardians will be informed of suspension and the recommendation of the Intervention Team.

2) **Second Offense:** A second time violator shall be subject to the following sanctions:
   a) The student will be suspended 3 - 5 days out of school, and/or may be referred for a long-term suspension hearing.
   b) Suspension from all student activities for a period of not less than 120 calendar days.
   c) A student placed on long term suspension under this policy may be readmitted on a probationary status if the student agrees to complete a drug and alcohol rehabilitation program. (Name(s) of acceptable programs are on file with the board clerk.)
   d) Additional intervention will be conducted by the Intervention Team.

e) E. Parents/guardians will be required to attend a staffing with the Intervention Team.

3) **Third and Subsequent Offenses:** A student who violates the terms of this policy for the third time, and any subsequent violations, shall be subject to the following sanctions:
   a) A punishment up to and including expulsion from school for a period not exceeding 186 school days.
   b) Suspension from participation and attendance at all school activities for one calendar year.
   c) A student who is expelled from school under the terms of this policy may be readmitted during the term of the expulsion only if the student has completed a drug and alcohol education and rehabilitation program at an acceptable program.

Consequences for violations will be cumulative over a student's entire time as a student.

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

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

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

Out of Season Violations – The coach/sponsor involved will determine how he/she wants to handle this. We will have no department-wide guidelines for out-of-season violations. If a student is currently in-season with one activity, and out-of-season with a second or more activity, the in-season coach or sponsor will handle the violation.

Students Involved in Multiple Activities – The student involved will be suspended from each of the in-season activities for the length determined by the offense.

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

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

Statement of Purpose and Intent:

It is the desire of the Board of Education, administration, and staff that every student in the district refrain from using, possessing, or distributing illegal or performance-enhancing drugs and alcohol. The disciplinary actions

triggered by this policy relate solely to limiting the opportunity of any student violating this policy to participate in school-sponsored extracurricular activities or clubs. This policy is intended to supplement and complement all other policies, rules, and regulations of the district regarding the possession and use of illegal drugs and alcohol. It does not limit the district's authority to enforce the provisions of other relevant policies or take disciplinary actions authorized thereby.

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

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

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

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

Definitions:

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

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

Performance-Enhancing Drugs - Do not include dietary or nutritional supplements such as vitamins, minerals, and proteins that can be lawfully purchased in over-the-counter transactions.

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

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

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

School Days - Are days school is in session at USD 457.

KSHSAA - Is the Kansas State High School Activities Association, where the district participates.

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

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

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

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

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

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

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

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

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

This decision may be appealed in writing to the Garden City High School/Middle School building designee within two working days. The Garden City High School/Middle School building principal will make a written decision within two working days. During the time of this appeal, the student will be ineligible under Student Random Drug Testing Guidelines for USD 457/Garden City High School/Middle School.

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

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

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

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

Reporting to the Board of Education:
The Board of Education shall receive a report on the implementation of this policy at its first meeting in April of each year. Said report shall include, but not necessarily be limited to, the number of tests conducted and positive

results, along with a declaration from the school principals on whether or not a significant drug problem exists at the high school. ***Approved: 7.22.24***

CONSEQUENCES FOR STUDENT INVOLVED IN THE COMMISSION OF A FELONY:

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

VIOLATIONS PROCESS:

The Athletic Director or a Principal will enter the violation into skyward to be kept for the longevity of the student's time at GCHS. Information recorded will include: date of incident, pertinent information that may apply, and the discipline invoked. All information will be recorded in the student's file, and the principal will be informed.

A. **Suspension (in-school and out-of-school)** – During a suspension the student is ineligible for participating in any activities.
B. **Absences** – A student is expected to be in class all scheduled hours on the day of a scheduled participation event. With prior approval, exceptions will only be made by the Athletic Director or Principal. If a student is absent or Tardy after Ten, from any class on the day of competition, they will not be allowed to participate in the event. If it is determined that a student has been counted absent from any class after the event has started, or after the group has departed for the event, the student will be suspended from the next scheduled competition. Students are also expected to attend practice. If a student must miss practice, the student should inform the coach of the reason; the coach/sponsor then must make a decision as to the validity of the missed practice and take appropriate disciplinary action if needed. Coaches should follow GCHS attendance policy guidelines regarding excused and unexcused absences.
C. **Tardies / Unverified Absences**: For every five tardies or unverified absences during a season, each student is subject to a full game suspension.
D. **Not In Good Standing** - A student whose character or conduct in school, or outside school, brings discredit to the school or to the student is not a student in good standing and is ineligible for the remainder of the sport season or until such time as the matter of discredit is cleared up**.**
E. **Ejection From Competition -** Depending on the circumstances, if a player is ejected by an official for unsportsmanlike conduct during competition, the player will "sit-out" and not participate in the next game. If a player is ejected by an official for unsportsmanlike conduct a **second** time during competition, he/she will not participate for the remainder of the season.
F. **Other -** A student may be declared ineligible for valid reasons as deemed necessary by the administration with the consultation and recommendations of the coaching staff.
G. **Change of Sport** - Any student who desires to change sports after first beginning one must have the consent of both coaches involved in each sport.

COMMUNICATION PROCESS:

Our goal as an athletic department is to promote an open atmosphere with effective communication. Our coaching staff will strive to ensure all our students and parents are on the same page. All coaches and sponsors will communicate with parents and student athletes using the board approved communication platform as noted in Board Policy IIBGC

Communication throughout the entire year is vital for successful student and parent relations with our coaching staff. Communication is essential for successful player development on and off the playing fields. As we all know, great teams begin with great parents. Our coaches will have an "open-door policy" for all students' athletes.

We encourage any student who has an issue to reach out to their coach to help find a resolution.
However, there will be a communication process that all students, parents, and coaches need to follow.

24-HOUR RULE – Please allow 24 hours before attempting communication with coaches. Remember, immediately following a game, win or lose, is a tough time to talk to the coach.

4-STEP COMMUNICATION PROCESS

- STEP 1 – Athlete meets with head coach
- STEP 2 – Athlete and parent meet with head coach
- STEP 3 – Athlete and parent meet with head coach and athletic director
- STEP 4 – Athlete and parent meet with the head coach, athletic director, and principal

Athletes will meet with the head coach if an issue arises. For example, if the coach receives contact (e.g., in-person, email, phone call) from a parent before hearing from the athlete, the coach will politely ask that their athlete come in and speak with the coach first.

Off-Limit Conversations: Playing time, roster selection, game strategy, play calling, other athletes

Appropriate Conversations: Grades, attendance, mental health, physical health, problems at home, etc.

TEAM SELECTION:

Team tryouts and selection are stressful for players and coaches alike. The team selection process is the sole responsibility of that sports coaching staff. They will look at, but are not limited to, the following criteria when making the team selections:

CRITERIA FOR PLAYER EVALUATION:

1. ACADEMICS
2. CHARACTER
3. ATTITUDE AND COACHABILITY
4. SPORT SKILL
5. SPORT IQ

After team selections are made, athletes are encouraged to talk with their coaches to discuss potential growth areas. However, this conversation is limited to players and coaches.

Coaches have the autonomy to remove any player from their team if they feel it is in the best interest of the team.

PARTICIPATION CONFLICTS:

If any student should have a conflict in participation of events, the following guidelines should be adhered to:

1. If the conflict involves a state competition versus a non-state performance or competition, the student must compete in the state competition.

2. If the conflict involves regular season competitions the student may make the choice of which event to compete in and should not be coerced or otherwise penalized in any way by the instructor or coach. However, the student MUST communicate to both coaches their decision as to which competition they plan on attending at least 7 days prior to the conflict.

NCAA ELIGIBILITY RULES:

Students who want to participate in Division I or Division II college athletics should start planning early. As a prospective student-athlete at a Division I or II institution, the student has certain responsibilities to attend to before he/she may participate. There are four parts of initial eligibility:

A. Graduation from High School
B. Meet the minimum core grade point average
C. Meet the minimum ACT or SAT test score standards
D. Completion of required core courses (college preparatory curriculum required)

Information concerning who needs to register with the eligibility center and what documents should be submitted can be found in *The Guide for the College Bound Student-Athlete.* This book summarizes the rules and regulations. It also includes guidelines relating to recruiting, eligibility, financial aid and college freshman eligibility requirements for Division I and II. A copy may be downloaded. Information is also available at the eligibility center website www.eligibilitycenter.org. Student-athletes also need to notify their school counselor, as soon as possible, of their intentions to play collegiate sports. Their counselor can help monitor course selections to meet eligibility requirements.

AWARDS:

Garden City High School is proud of its student athletes and for this reason it is an honor to recognize students who have contributed to the activity programs.

LETTERING PROCESS:

Every student who successfully completes a season will be given a certificate of participation or will be granted a GCHS letter award for competing in particular sports. A chenille letter "G" will be given to each **first-time** letter winner. Special patches may be given for conference championships, regional or sub-state championships and state championships. Each head coach/sponsor in that sport/activity establishes lettering guidelines with the approval of the Athletic/Activities Director.

AWARDS BANQUETS:

Award banquets are the culminating activity of each season. It is the responsibility of the head coach/sponsor of each sport or activity to organize the awards event.

MOST OUTSTANDING SENIOR ATHLETE:

An outstanding senior boy and girl athlete will be recognized in the spring of each school year. The following criteria must be met in order to qualify for the recognition. The Athletic Director will prepare a ballot with those students who qualify and each head coach will be given the opportunity to vote for his/her choice(s) for the award. Criteria for the award will be as follows: athletes must have lettered in two sports their senior year and participated in the sport for a minimum of two years. If the criteria cannot be met by a boy or girl athlete, coaches will vote to determine which one sport athlete will be the recipient.

OVERNIGHT OUT-OF-TOWN TRIP POLICY:

It is the intent of the administration of Garden City High School and the coaches/sponsors to provide an environment during overnight out-of-town trips consistent with the expectations set for students during the normal school day. Coaches/sponsors act "en loco parentis" while on trips with students and must therefore, make decisions based on their best judgment regarding the general well-being of students in their charge. With this goal in mind, the overnight out-of-town policy has been adopted and will apply to any student who participates in a GCHS sponsored overnight out-of-town activity.

Minor Violations – A violation of the student discipline code not requiring an in-school or out-of-school suspension

Examples of **minor** violations may include but are not limited to:

- Curfew violation
- Inappropriate language

Major Violation – A violation of the student discipline code that would require an in-school or out-of-school suspension

Examples of **major** violations may include but are not limited to:

- Inappropriate sexual conduct
- Possession or consumption of tobacco, alcohol or illegal drugs by anyone in the student's room
- Any minor violation the sponsor determines substantially disrupted or compromised the safety of the overnight out-of-town trip experience

Activity sponsors will establish codes of conduct for their individual activity trips. Additionally, all existing USD 457 BOE discipline regulations will be enforced. Students violating rules set forth by the sponsor will face the following consequences:

FIRST MINOR VIOLATION:

The sponsor involved, in conjunction with the activity director, will determine whether this discipline infraction qualifies as a major or minor violation. Should the sponsor determine the violation minor, the sponsor will use his/her judgment as the discipline to be invoked. The maximum penalty will be permanent suspension from the activity. Should the sponsor determine the violation is major, the level of discipline starts at step two. The sponsor involved or a principal will complete a Skyward discipline referral on the student. Information

recorded will include: Date of incident, any pertinent information that may apply, and the discipline invoked. Sponsors of other activities will refer to this card to determine whether they will allow the student to attend overnight out-of-town trips. The activity director will approve the discipline and will inform the principal and parents of the incident and the discipline invoked.

SECOND MINOR VIOLATION OR FIRST MAJOR VIOLATION:
At the minimum, the student will not be allowed to attend any overnight out-of-town trips for this activity for the remainder of the year. The sponsor will be strongly urged to not allow the student to attend any overnight out-of-town activities in future years as well. The maximum penalty will be permanent suspension from the team or group. Determination of the discipline to be invoked will be made in conjunction with the Activity Director. Other activity sponsors will be notified of the action taken concerning the student and will be urged by the activity director to follow the same course of action. Other sponsors will decide whether they wish to allow the student to attend overnight out-of-town trips for the activity they sponsor.

THIRD MINOR VIOLATION OR SECOND MAJOR VIOLATION:
All violations counted for this step are cumulated for all activities the student participates in. The student will be banned from all overnight out-of-town activities sponsored by USD 457 for the remainder of their high school career. The Athletic Director will notify all activity sponsors as well as principal students and parents.

OUT-OF-TOWN TRIP APPROVAL GUIDELINES:
Guidelines for Trip Approval

1. KSHSAA Sanctioned Events
2. NASSP Approved Contest
3. Member of a State or National Board

If the out of state trip over 500 miles does not fall under one of these categories we will evaluate them for the following:

1. 1 grade level = every year
2. 2 grade levels = every 2 years
3. 3 grade levels = every 3 years
4. All grade levels = every 4 years

UNDERSTANDING OF LIABILITY:
We are excited to offer your child the opportunity to participate in Activities and Athletics at USD 547. However, before your child can participate, please understand.

Please read the following carefully:

1. I understand that participation in activities and athletics involves inherent risks, including but not limited to physical injury or harm and that my child's participation in this activity is voluntary.
2. I hereby release USD 457, its employees, and volunteers from any and all claims, actions, damages, or liabilities arising out of my child's participation in USD 457 activities and athletics, including but not limited to any injuries sustained by my child during the course of the activity.

3. I agree to indemnify and hold harmless USD 457, its employees, agents, and volunteers from any and all claims, actions, damages, or liabilities arising out of my child's participation in USD 457 activities and athletics, including but not limited to any injuries sustained by my child during the course of the activity.
4. I understand that any medical treatment provided to my child during their participation in USD 457 activities and athletics will be at my own expense. I agree to be financially responsible for any costs associated with any injury sustained by my child during the course of the activity.
5. I acknowledge that I have read and understood this waiver form in its entirety and that I voluntarily sign it without any inducement or assurance of any nature. ***Last Edited | 08-28-2024 | Matt Bayer***

GARDEN CITY MIDDLE SCHOOLS

Athletic and Activity Student Handbook

HORACE GOOD MIDDLE SCHOOL

1412 N. MAIN ST.
GARDEN CITY, KS 67846

PHONE: 620-805-8100
FAX: 620-805-8150

KENNETH HENDERSON MIDDLE SCHOOL

2406 FLEMING ST.
GARDEN CITY, KS 67846

PHONE: 620-805-8500
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I. PHILOSOPHY

The goal of the middle school athletic programs is to aid in the total development of the student-athlete. When finishing the athletic program at the middle schools, we would hope that each student athlete has gained in the following areas:

1. Development of a sense of teamwork
2. Pride in one's self and sense of self-worth
3. Pride in Garden City middle schools
4. Pride in the Garden City community
5. A positive attitude toward academics as well as athletics
6. The development of good sportsmanship incorporating winning with humility and losing with dignity

II. CONFERENCE AFFILIATION- MIDDLE SCHOOL- WESTERN ATHLETIC CONFERENCE

Horace Good Middle School and Kenneth Henderson Middle School offer a wide variety of athletics for the students. The schools are members of the WAC Conference which was established in 1992. Conference members are:

Hays Middle School
Great Bend Middle School Eisenhower
Middle School
Seymour Rogers Middle School
Comanche Middle School
Dodge City Middle School
Horace Good Middle School
Kenneth Henderson Middle School

The conference maintains a regular championship season, for it is the middle schools' goal to maintain competitive levels with the athletic/activities programs.

SPORTS AND CLUBS/ACTIVITIES

The following is the list of sports and activities offered at the middle school level:

KSHAA Athletics

Basketball – Boys
Basketball – Girls Cheerleading
Cross Country
Football
Soccer – Boys
Soccer – Girls Track
& Field Volleyball
Wrestling – Boys
Wrestling - Girls

Activities & Clubs

AVID
JLC
Robotics
Yearbook
Debate/Forensics

KSHSAA Activities

Band
Orchestra
Student Council
Scholars Bowl Vocal
Music (Choir)

III. STUDENT ELIGIBILITY

The staff, coaches, and sponsors at Horace Good and Kenneth Henderson realize the importance of each student maintaining an acceptable level of academic excellence and classroom behavior.

There are two levels of eligibility, which can affect a student athlete at both middle schools. They are the KSHSAA requirements and those requirements established by the USD 457 Board of Education and Horace Good/Kenneth Henderson middle schools.

THE KANSAS STATE HIGH SCHOOL ACTIVITIES ASSOCIATION REQUIREMENTS ARE AS FOLLOWS:

1. The student is a bona fide undergraduate student in good standing.
2. The student shall have passed at least five new subjects (those not previously passed) of unit weight, or its equivalence, the previous semester or the last semester of attendance.
3. The student shall be enrolled in and attending a minimum of five new subjects (those not previously passed), of unit weight, or its equivalence, during the present semester at

HGMS/KHMS.

4. Any student, who reaches nineteen on or before September 1, shall be ineligible for interscholastic activities. Any student, who reaches nineteen after September 1, shall be eligible for the remainder of that school year. The same rule applies to 9th graders who reach the age of 16 on or before September 1st.
5. They do not engage in outside competition in the same sport while they are a member of a school squad.
6. They have passed an adequate physical examination by a physician and have the written permission of their parents.
7. They have met the requirements of the transfer rule.
8. If they have not competed under a false name or for money or merchandise of intrinsic value and have observed all other provisions of the amateur rule.
9. If their attendance is regular and conduct and sportsmanship satisfactory.
10. Middle school students shall not have more than four (4) semesters of possible eligibility in grades seventh through eighth.

HORACE GOOD & KENNETH HENDERSON MIDDLE SCHOOLS REQUIREMENTS

The requirement for student eligibility as established by Horace Good Middle School and Kenneth Henderson Middle School and the procedures for implementing this policy are outlined below:

Academic - Each student will be required to meet the KSHSAA state standards as outlined above. In addition to the KSHSAA state standards, the Athletic Director will run an eligibility report weekly. If the student/athlete has any failing grade(s) the Athletic Director will declare the student/athlete ineligible for one week or until the next eligibility report. IF a student/athlete is academically ineligible, (s)he may regain eligibility by bringing all failing grades up to passing by the day before the next contest(s). The student/athlete will be responsible to bring a signed statement from the teachers involved to the Athletic Director. **Each student will be allowed one probationary week per season.** Coaches may have policies that are more restrictive than this policy, but not less restrictive.

(a) If a student is ineligible for two consecutive weeks for the same class, they will be removed from the team.

(b) If a student is ineligible three times (different classes/non-consecutive weeks) they will be removed from the team.

2. Attendance- A student/athlete is expected to attend practice. If the student athlete must miss a practice, he or she should inform the sponsor of the reason; the sponsor then must make a decision as to the validity of the missed practice. The punishment for unexcused absences will be as follows:
    - 1st absence- sponsor's discretion

- 2nd absence- sponsor's discretion, could lead to 1 week ineligibility
- 3rd absence- dismissal

All participants in activities must adhere to the attendance policy. Unless excused by an administrator, a student must be in attendance all day on the date of an event, or on the day of departure for an event in order to participate. Administrators may allow a student to be absent and still participate if the student is absent for a court subpoena appearance, a doctor appointment, or a funeral. Participants must make prior arrangements with the coach/sponsor and the administration. If a student is more than 10 minutes late for class, the student is considered absent as it relates to this eligibility policy.

Sponsors should understand that the absence rule applies only to practices "skipped" when the student/athlete was in school. Sponsors cannot make any judgments regarding a missed practice as a result of a student/athlete being out of school all day.

- A student/athlete may be declared ineligible for valid reasons as deemed necessary by the administration with the consultation and recommendations of the sponsors always a consideration in any decision.
- A student/athlete whose character or conduct in school, or outside of school, brings discredit to the school or to the student/athlete is not a student/athlete in "good standing" and is ineligible for the remainder of that activity or until such time as the matter of discredit is cleared.

Please Note: Class performances are considered an extension of class work and are not under eligibility rules; however, competitive events are under student eligibility guidelines.

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

DEFINITIONS

1. **Alcohol** means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

2. **Controlled Substances** means any drug, substance, or immediate precursor included in any of the schedules designated in K.S.A. 65-4205, 65-4107, 65-4109, 65-4111, and 65-4113 and amendments to those sections. For the purpose of this policy, controlled substances shall also mean toxic vapors or any solvent, material, substance or chemical releasing toxic vapors which are inhaled for the purpose of causing a condition of, or inducing symptoms of intoxication, elation, euphoria, dizziness, excitement, irrational behavior, exhilaration, paralysis, stupefaction, or dulling of the senses of the nervous systems or for the purpose of, in any manner, changing, distorting, or disturbing the auditory, visual, or mental processes.

3. **Steroid** - In accordance with KSHSAA policy, Rule 14, Article 4 – a student who uses anabolic steroids would be ineligible for interscholastic competition until such time as medical evidence can be presented that his/her system is drug free.

4. **Reasonable suspicion of controlled substances or alcohol use** means the existence of articulable facts sufficient to support a belief that a student has used or is using controlled substances or alcohol.

5. **School-sponsored activity** means any activity in which a student participates and which is sponsored by USD 457. School-sponsored activities shall include, but not be specifically limited to, athletics, cheerleading, forensics, debate, music, academic clubs or organizations, special interest clubs or organizations, and all activities governed by the Kansas State High School Activities Association (KSHSAA).

6. **Student** means any person enrolled as a student in USD 457, and who participates in one or more school sponsored activities.

7. **Tobacco** means any product containing tobacco, including but not specifically limited to, cigarettes, cigars, pipes, snuff, chewing tobacco, and all smokeless tobacco products.

8. **USD 457** means the Unified School District No. 457, Garden City, Finney County, State of Kansas.

PROHIBITIONS

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

2. Refusal to submit to a required controlled substances or alcohol test: No student shall refuse to submit to a reasonable suspicion controlled substances or alcohol test

requested under this policy.

REASONABLE SUSPICION TESTING

1. USD 457 may require a student to submit to a controlled substances test when USD 457 has reasonable suspicion to believe that the student has violated the prohibitions of this policy concerning controlled substances. USD 457's determination that reasonable suspicion exists to require the student to undergo a controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, attitude, behavior, speech, performance, or body odors of the student. The observations may include indications of the chronic and withdrawal effects of a controlled substance.

2. USD 457 may require a student to submit to an alcohol test when USD 457 has reasonable suspicion to believe that the student has violated the prohibitions of this policy concerning alcohol. USD 457's determination that reasonable suspicion exists to require the student to undergo an alcohol test must be based on specific, contemporaneous, articulation observations concerning the appearance, attitude, behavior, speech, performance, or body odors of the student.

3. The required observations for controlled substances, and/or alcohol reasonable suspicion testing shall be made by a USD 457 employee who is trained to determine whether reasonable suspicion exists to require a student to undergo testing.

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

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

NOTIFICATION OF TEST RESULTS

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

CONSEQUENCES FOR STUDENT ENGAGING IN PROHIBITED CONDUCT INVOLVING CONTROLLED SUBSTANCES, ALCOHOL, OR TOBACCO.

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

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

1. First Violation – students will be suspended from participation in a school sponsored activity for a period of not less than 30 calendar days. The maximum penalty would be dismissal from the squad for the season. This refers only to students with violations while in-season.

2. Second and Subsequent Violations - students shall be suspended from participation in a school sponsored activity for a period of not less than 120 calendar days.

3. Third and Subsequent Violations – students shall be suspended from participation and attendance at all school activities for one calendar year.

4. Due Process - All students subject to the school sponsored activity sanctions imposed under this policy shall be entitled to due process rights as follows:
    a. If a student is suspended from participation for a term not to exceed two weeks, the student shall be entitled to the due process rights for a short term suspension set forth in Board policy JDD, if requested in writing by the student or parent.
    b. If a student is suspended from participation for a term of more than two (2) weeks, the student shall be entitled to the due process rights for a long term suspension or expulsion set forth in Board policy JDD, if requested in writing by the student or parent.
    c. For the purpose of the cumulative violation/sanction provisions of this policy, violations shall be per student, accumulated during the entire period of time a student is enrolled in USD 457.

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

a. Each student who has engaged in controlled substances or alcohol use prohibited by this policy shall be required to attend alcohol, tobacco and drug counseling and treatment as mandated by the Garden City Athletic Department.

i. 1st Offense: Youth is required to complete the Drug and Alcohol Program (DAP) as well as completion of the Teen Intervene program through the 25th Judicial District Youth Services.

ii. 2nd Offense and Subsequent Violations: Youth and parents are required to complete a Level II assessment through the 25th Judicial District Youth Services and required to complete the recommended services.

6. Out of Season Violations – The coach/sponsor involved will determine how he/she wants to handle this. We will have no department-wide guidelines for out-of-season violations. If a student is currently in-season with one activity, and out-of-season with a second or more activity, the in-season coach or sponsor will handle the violation.

7. Students Involved in Multiple Activities – The student involved will be suspended from each of the in-season activities for the length determined by the offense.

Student Activity Drug and Alcohol Testing

Students participating in school-sponsored extracurricular activities must submit a signed Drug/Alcohol Testing Consent Form, along with a parent or guardian, before participating. Transfer students must do the same upon enrollment. Participants are subject to random drug and alcohol testing using urine, saliva, or hair samples throughout the school year. Testing is performed by a professional lab chosen by the district that follows strict protocols to ensure accuracy and proper specimen handling.

If a student tests positive for illegal or performance-enhancing drugs, they must undergo five additional drug tests over the following calendar year to verify they are no longer using. The district will rely on the lab's analysis to determine if subsequent positive results are due to continued or past use.

CONSEQUENCES FOR STUDENT INVOLVED IN THE COMMISSION OF A FELONY

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

VIOLATIONS PROCESS

The Athletic Director will enter the violation into skyward as an FYI to be kept for the longevity of the students time in Garden City Public Schools. Information recorded will include: date of incident, and pertinent information that may apply, and the discipline invoked. All information will be recorded in the student's file, and the principal will be informed.

A. Suspension (in-school and out-of-school) – During a suspension the student is ineligible for participating in any activities.

B. Absences – A student is expected to be in class all scheduled hours on the day of a scheduled participation event. With prior approval, exceptions will only be made by the Athletic Director or Principal. If a student is absent or Tardy after Ten, from any class on the day of competition, they will not be allowed to participate in the event. If it is determined that a student has been counted absent from any class after the event has started, or after the group has departed for the event, the student will be suspended from the next scheduled competition. Students are also expected to attend practice. If a student must miss practice, the student should inform the coach of the reason; the coach/sponsor then must make a decision as to the validity of the missed practice and take appropriate disciplinary action if needed. Coaches should follow Garden City Public Schools attendance policy guidelines regarding excused and unexcused absences.

C. Not in Good Standing - A student whose character or conduct in school, or outside school, brings discredit to the school or to the student is not a student in good standing and is ineligible for the remainder of the sport season or until such time as the matter of discredit is cleared up.

D. Ejection From Competition - Depending on the circumstances, if a player is ejected by an official for unsportsmanlike conduct during competition, the player will "sit-out" and not participate in the next game. If a player is ejected by an official for unsportsmanlike conduct a **second** time during competition, he/she will not participate for the remainder of the season.

E. Other - A student may be declared ineligible for valid reasons as deemed necessary by the administration with the consultation and recommendations of the coaching staff.

F. Change of Sport - Any student who desires to change sports after first beginning one must have the consent of both coaches involved in each sport.

COMMUNICATION PROCESS

Our goal as an athletic department is to promote an open atmosphere with effective communication.

Our coaching staff will strive to ensure all our students and parents are on the same page. All coaches and sponsors will communicate with parents and student athletes using the board approved communication platform as noted in Board Policy IIBGC

Communication throughout the entire year is vital for successful student and parent relations with our coaching staff. Communication is essential for successful player development on and off the playing fields. As we all know, great teams begin with great parents. Our coaches will have an "open-door policy" for all students' athletes.

We encourage any student who has an issue to reach out to their coach to help find a resolution. However, there will be a communication process that all students, parents, and coaches need to follow.

24-HOUR RULE – Please allow 24 hours before attempting communication with coaches. Remember, immediately following a game, win or lose, is a tough time to talk to the coach.

4-STEP COMMUNICATION PROCESS

- STEP 1 – Athlete meets with head coach
- STEP 2 – Athlete and parent meet with head coach
- STEP 3 – Athlete and parent meet with head coach and athletic director
- STEP 4 – Athlete and parent meet with the head coach, athletic director, and principal

Athletes will meet with the head coach if an issue arises. For example, if the coach receives contact (e.g., in-person, email, phone call) from a parent before hearing from the athlete, the coach will politely ask that their athlete come in and speak with the coach first.

PARTICIPATION CONFLICTS

Multi-Sport Participation Policy (Same Season)

Students may participate in up to two sports during the same season, provided that:

- Both coaches agree to the arrangement,
- The student's parents or guardians give their consent, and
- Final approval is granted by the Activities Director.

If any student should have a conflict in participation of events, the following guidelines should be adhered to:

1. If the conflict involves a state competition versus a non-state performance or competition, the student must compete in the state competition.

2. If the conflict involves regular season competitions or performances the student may make the choice of which event to compete in and should not be coerced or otherwise penalized in any way by the instructor or coach. However, the student MUST communicate to both coaches their decision as to which competition they plan on attending.

Per KSHSAA Rule 22, once a student begins practice with a school team, the student may not play on an outside/club team during the school season. This will result in dismissal from the team immediately.

Students who participate in both school-sponsored athletics and outside club sports must prioritize their school team commitments. Attendance at all school practices and competitions is expected. Students should not leave school practices or competitions early in order to attend club sport activities. (two different sports)

IV. OVERNIGHT POLICY

It is the intent of the administration of both middle schools and the coaches/sponsors to provide an environment during overnight trips consistent with the expectations set for students during the normal school day. Coaches/sponsors act "en loco parentis" while on trips with students and must therefore, make decisions based on their best judgment regarding the general well-being of students in their charge. With this goal in mind, the overnight policy has been adopted and will apply to any student who participates in a HGMS/KHMS sponsored overnight activity.

Minor Violation – A violation of the student discipline code not requiring an in-school or out-of-school suspension

Examples of **minor** violations may include but are not limited to:

- Curfew violation

Major Violation – A violation of the student discipline code that would require an in-school or out-of-school suspension

Examples of **major** violations may include but are not limited to:

- Inappropriate sexual conduct
- Possession or consumption of tobacco, alcohol or illegal drugs by anyone in the student's room
- Any minor violation the sponsor determines substantially disrupted or compromised the safety of the overnight trip experience

Activity sponsors will establish codes of conduct for their individual activity trips. Additionally, all existing USD 457 BOE discipline regulations will be enforced. Students violating rules set forth by the sponsor will face the following consequences:

First Minor Violation

The sponsor involved, in conjunction with the activity director, will determine whether this discipline infraction qualifies as a major or minor violation. Should the sponsor determine the violation minor, the sponsor will use his/her judgment as the discipline to be invoked. The maximum penalty will be permanent suspension from the activity. Should the sponsor determine the violation is major, the level of discipline starts at step two. The sponsor involved will complete a Skyward discipline referral on the student. Information recorded will include: date of incident, any pertinent information that may apply, and the discipline invoked. Sponsors of other activities will refer to this card to determine whether they will allow the student to attend overnight trips. The activity director will approve the discipline and will inform the principal and parents of the incident and the discipline invoked.

Second Minor Violation or First Major Violation

At the minimum, the student will not be allowed to attend any overnight trips for this activity for the remainder of the year. The sponsor will be strongly urged to not allow the student to attend any overnight activities in future years as well. The maximum penalty will be permanent suspension from the team or group. Determination of the discipline to be invoked will be made in conjunction with the Activity Director. Other activity sponsors will be notified of the action taken concerning the student and will be urged by the activity director to follow the same course of action. Other sponsors will decide whether they wish to allow the student to attend overnight trips for the activity they sponsor.

Third Minor Violation or Second Major Violation

All violation counted for this step is cumulated for all activities the student participates in. The student will be banned from all overnight activities sponsored by USD 457 for the remainder of their high school career. The Athletic Director will notify all activity sponsors as well as principal, student, and parents.

Transportation

Students are expected to ride the bus to and from all competitions with the team and remain to support their teammates for the duration of the event. Under special circumstances, students may be released to ride home with a parent or guardian if prior arrangements have been made with the Activities Director and a signed permission form has been submitted.

UNDERSTANDING OF LIABILITY

We are excited to offer your child the opportunity to participate in Activities and Athletics at USD 547. However, before your child can participate, please understand. Please read the following carefully:

1. I understand that participation in activities and athletics involves inherent risks, including but not limited to physical injury or harm and that my child's participation in this activity is voluntary.

2. I hereby release USD 457, its employees, and volunteers from any and all claims, actions, damages, or liabilities arising out of my child's participation in USD 457 activities and athletics, including but not limited to any injuries sustained by my child during the course of the activity.

3. I agree to indemnify and hold harmless USD 457, its employees, agents, and volunteers from any and all claims, actions, damages, or liabilities arising out of my child's participation in USD 457 activities and athletics, including but not limited to any injuries sustained by my child during the course of the activity.

4. I understand that any medical treatment provided to my child during their participation in USD 457 activities and athletics will be at my own expense. I agree to be financially responsible for any costs associated with any injury sustained by my child during the course of the activity.

5. I acknowledge that I have read and understood this waiver form in its entirety and that I voluntarily sign it without any inducement or assurance of any nature.

GARDEN CITY PUBLIC SCHOOLS USD 457

Drew Thon, Deputy Superintendent
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MEMORANDUM
TO: Board of Education
THRU: Randy Ralston, BOE President
FROM: Drew Thon, Deputy Superintendent
DATE: Tuesday, June 2, 2026
RE: First Reading of Board Policy IIBGC – Staff Online Activities

ISSUE:
The Board of Education is being asked to review Board Policy IIBGC, Staff Online Activities, and provide feedback to administration prior to final approval on the consent agenda at the next scheduled Board meeting.

BACKGROUND:
During the 2026 legislative session, the Kansas Legislature adopted House Bill 2299, which requires all Kansas school districts to establish policies governing employee communications with students through social media platforms. The law is intended to promote student safety, increase transparency, and establish clear expectations regarding electronic communication between school employees and students.

Policy IIBGC has been developed to ensure district compliance with HB 2299. The policy prohibits employees from privately or directly communicating with students through social media platforms and prohibits requiring students to use social media platforms for classroom assignments or extracurricular activities. The policy allows the Board to approve specific social media platforms for official school purposes when used solely for public, one-way communication regarding school functions, activities, and events.

The policy also clarifies that district-approved communication tools such as learning management systems, district email, and other approved educational platforms may continue to be utilized for instructional and school-related purposes, provided they allow for appropriate administrative oversight, monitoring, and record retention. Administration will develop implementation procedures and identify approved communication platforms to ensure compliance with state law and district expectations. While communication practices currently vary among schools, programs, and activities, the proposed policy establishes consistent districtwide expectations and provides clear guidance for employees moving forward.

ALTERNATIVES:
- Option 1: Receive the policy for first reading and provide feedback to administration.
  - Pros: Allows Board members an opportunity to review the policy, ask questions, and recommend revisions prior to final adoption.
  - Cons: None identified.
- Option 2: Request additional revisions prior to moving the policy forward.
  - Pros: Provides additional time for review and discussion.
  - Cons: May delay implementation of a policy required by state law.
- Option 3: Take no action.
  - Pros: No immediate action required.
  - Cons: Could delay district compliance with requirements established through HB 2299.

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RECOMMENDATION:
Administration recommends that the Board receive Policy IIBGC, Staff Online Activities, for first reading and provide feedback to administration prior to final approval on the consent agenda at the next scheduled Board meeting.

FISCAL NOTE:
Minimal fiscal impact is anticipated. Existing district communication systems are expected to meet the requirements of the policy. Some staff training, implementation planning, and administrative oversight may be required to ensure compliance with HB 2299 and district procedures.

ATTACHMENTS:

- Board Policy IIBGC – Staff Online Activities
- Kansas HB 2299

Sincerely,

Drew Thon
Deputy Superintendent
USD 457 Human Resources

Senate Substitute for Substitute for HOUSE BILL No. 2299

AN ACT concerning education; relating to school districts and accredited nonpublic schools; providing that certain statutory references to accredited nonpublic schools mean nonpublic schools accredited by the state board of education; requiring that schools accredited by a national or regional accrediting agency have the same rights as nonpublic schools accredited by the state board; prohibiting students from using personal electronic communication devices during the school day and providing certain exceptions; prohibiting school employees from communicating with students through social media platforms for official school purposes and providing certain exceptions; requiring the adoption of policies and procedures relating thereto; amending K.S.A. 72-7114 and K.S.A. 2025 Supp. 72-5170 and repealing the existing sections.

Be it enacted by the Legislature of the State of Kansas:

New Section 1. Whenever accredited nonpublic schools, accredited nonpublic elementary or secondary schools, accredited nonpublic high schools, accredited private schools, or words of like effect, are referred to or designated by a statute in chapter 72 of the Kansas Statutes Annotated, and amendments thereto, such references or designations shall be deemed to mean a nonpublic school accredited by the state board of education unless otherwise indicated in such statute.

New Sec. 2. (a) Each board of education of a school district and governing authority of an accredited nonpublic elementary or secondary school shall adopt policies and procedures to govern the use of personal electronic communication devices by students during the school day. Such policies and procedures shall:

(1) Prohibit students from using or accessing personal electronic communication devices during the school day;

(2) require that all personal electronic communication devices be turned off and securely stored away from the student's person in an inaccessible location during the school day;

(3) authorize students to not bring personal electronic communication devices to school by leaving such devices at a house or in a vehicle, even if such vehicle is located on the school premises;

(4) set forth enforcement procedures and disciplinary actions for violations of such policies and procedures;

(5) authorize any student to use a personal electronic communication device during the school day only if the use is:

(A) (i) Required for the implementation of a student's individualized education program or 504 plan; or

(ii) approved by a licensed physician as a medical necessity to support the health or well-being of the student; and

(B) the intervention of last resort such that there is no other reasonable alternative option available for such student; and

(6) authorize a student to contact the student's parent or person acting as parent through the use of a school telephone or other communications device that is designated and made available by the school for such purpose.

(b) The board of education of a school district and the governing authority of an accredited nonpublic elementary or secondary school may adopt policies and procedures that limit or prohibit use of personal electronic communication devices by students during school-sponsored activities or events that occur outside of the school day.

(c) Subsections (a) and (b) shall not apply to any time associated with a student's travel to or from a learning experience that is not located on the school premises, including any postsecondary educational course, career technical education course, work-based learning program or other alternative educational opportunity.

(d) As used in this section:

(1) "Accredited nonpublic elementary or secondary school" means a nonpublic elementary or secondary school that is accredited by the state board of education. "Accredited nonpublic elementary or secondary school" includes any nonpublic elementary or secondary school that is dually accredited by the state board and an accrediting entity other than the state board.

(2) "Personal electronic communication device" means any wireless electronic communication device that:

(A) Provides for voice, text or video communication between two

or more parties, including, but not limited to, a mobile or cellular phone, tablet, computer, watch, wireless headphones or earbuds, text messaging device or personal digital assistant; and

(B) is not owned or issued to students by the school district or accredited nonpublic elementary or secondary school.

(3) "School day" means the time from the start of school until dismissal at the end of the day on the school premises, including, but not limited to, the time in any classroom, structured or unstructured learning setting, recess, lunch or passing period.

New Sec. 3. (a) Each board of education of a school district and governing authority of an accredited nonpublic elementary or secondary school shall adopt policies and procedures to prohibit each employee of the school district or accredited nonpublic elementary or secondary school from:

(1) Privately or directly communicating with any student through social media platforms except as otherwise provided in subsection (b); and

(2) requiring the use of social media for any assignment or extracurricular activity.

(b) The board of education of a school district or governing authority of an accredited nonpublic elementary or secondary school may approve a social media platform to be used for official school purposes.

(c) As used in this section:

(1) "Official school purposes" means the broadcasting or posting of public, one-way communications that pertain to school functions, activities or events. "Official school purposes" does not include private communications, direct communications or two-way communications with any student.

(2) "Social media platform" means an online website or application that permits a person to become a registered user, create an account or a profile for the primary purpose of creating, sharing or interacting with user-generated content that is publicly viewable by users. "Social media platform" includes, but is not limited to, snapchat, instagram, facebook, X and tiktok. "Social media platform" does not include:

(A) Any online website or application whose primary purpose is educational;

(B) any platform approved by the board of education or the governing authority of an accredited nonpublic elementary or secondary school if such platform:

(i) Is owned, licensed or contractually controlled by the school district or nonpublic school;

(ii) allows for required user accounts;

(iii) allows communications to be monitored, archived, retained or audited in compliance with policy or law;

(iv) is accessible to parents or guardians; and

(v) used by employees in accordance with policy;

(C) email;

(D) direct messaging services that only share messages between a sender and named recipient and does not display or post messages publicly or to users not identified as recipients by the sender of the message; and

(E) any online product or service that does not have school-specific features or identifiers and the predominant purpose is to post educational materials, news or resources and user comments or other interactive functionality that is incidental to such predominant purpose.

New Sec. 4. On or before September 1, 2026, each board of education of a school district and governing authority of an accredited nonpublic elementary or secondary school shall submit to the state board of education, on a form and in the manner prescribed by the state board, a certification that the board of education of the school district or governing authority of the accredited nonpublic elementary or secondary school has adopted the policies and procedures required

pursuant to sections 2 and 3, and amendments thereto.

New Sec. 5. No board of education of a school district, employee or agent of such school district, governing authority of an accredited nonpublic elementary or secondary school, employee or agent of such school shall be liable for any damage to or storage of personal electronic communication devices brought to school.

New Sec. 6. The provisions of sections 2 through 5, and amendments thereto, and any policies and procedures adopted thereunder, shall not apply to any virtual school as defined in K.S.A. 72-3712, and amendments thereto.

Sec. 7. K.S.A. 2025 Supp. 72-5170 is hereby amended to read as follows: 72-5170. (a) (1) In order to accomplish the mission for Kansas education, the state board shall design and adopt a school district accreditation system based upon improvement in performance that equals or exceeds the educational goal set forth in K.S.A. 72-3218(c), and amendments thereto, and is measurable. The state board shall hold all school districts accountable through the Kansas education systems accreditation rules and regulations, or any successor accreditation system and accountability plan adopted by the state board. The state board also shall ensure that all school districts and the public schools operated by such districts have programs and initiatives in place for providing those educational capacities set forth in K.S.A. 72-3218(c), and amendments thereto. On or before January 15 of each year, the state board shall prepare and submit a report on the school district accreditation system to the governor and the legislature.

(2) The accountability measures established pursuant to paragraph (1) shall be applied both at the district level and at the school level. Such accountability measures shall be reported by the state board for each school district and each school. All reports prepared pursuant to this section shall be published in accordance with K.S.A. 2025 Supp. 72-1181, and amendments thereto.

(3) If a school district is not fully accredited and a corrective action plan is required by the state board, such corrective action plan, and any subsequent reports prepared by the state board regarding the progress of such school district in implementing and executing such corrective action plan, shall be published on the state department of education's internet website and such school district's internet website in accordance with K.S.A. 2025 Supp. 72-1181, and amendments thereto.

(4) If a school district is not accredited, the superintendent, or the superintendent's designee, shall appear before the committee on education of the house of representatives and the committee on education of the senate during the regular legislative session that occurs during the same school year when such school district is not accredited. Such school district shall provide a report to such committees on the challenges and obstacles that are preventing such school district from becoming accredited.

(5) Any nonpublic school operating in Kansas may voluntarily seek accreditation by the state board of education. Any nonpublic school accredited by the state board of education may also be accredited by a regional or national accrediting agency. Each nonpublic school accredited by a regional or national accrediting agency recognized by the state board of education shall be entitled to the same rights as nonpublic schools accredited by the state board of education. Accrediting agencies recognized by the state board of education on or before March 1, 2026, shall not lose such recognition unless approved by the legislature.

(b) The state board shall establish curriculum standards that reflect high academic standards for the core academic areas of mathematics, science, reading, writing and social studies. The curriculum standards may be reviewed at least every seven years. The state board shall not substantially revise or update the English language arts or mathematics curriculum standards that are in effect on July 1, 2024, in a manner that would necessitate the development of new statewide assessments in

English language arts or mathematics until the state board's long-term goal for all students submitted to the United States department of education in the consolidated state plan is achieved such that 75% of all students score in performance levels 3 and 4 combined on the statewide assessments in English language arts and mathematics by 2030. Nothing in this subsection shall be construed in any manner so as to impinge upon any school district's authority to determine its own curriculum.

(c) (1) The state board shall provide for statewide assessments in the core academic areas of mathematics, science, reading, writing and social studies. The board shall ensure compatibility between the statewide assessments and the curriculum standards established pursuant to subsection (b). Such assessments shall be administered at three grade levels, as determined by the state board. The state board shall determine performance levels on the statewide assessments, the achievement of which represents high academic standards in the academic area at the grade level to which the assessment applies. The state board should specify high academic standards both for individual performance and school performance on the assessments.

(2) (A) On or before January 15 of each year, the state board shall prepare and submit to the legislature a report on students who take the statewide assessments. Such report shall include:

(i) The number of students and such number expressed as a percentage of the total number of students who took the statewide assessments during the immediately preceding school year disaggregated by core academic area and by grade level; and

(ii) the percentage of students who took the statewide assessments in grade 10 who, two years after graduating from high school, obtained some postsecondary education disaggregated by statewide assessment achievement level.

(B) When such information becomes available, or as soon thereafter as practicable, the state board shall publish the information required for the report under subparagraph (A) on the website of the state department of education and incorporate such information in the performance accountability reports and longitudinal achievement reports required under K.S.A. 2025 Supp. 72-5178, and amendments thereto.

(C) The provisions of this paragraph shall expire on July 1, 2029.

(d) Each school year, on such date as specified by the state board, each school district shall submit the Kansas education system accreditation report to the state board in such form and manner as prescribed by the state board.

(e) Whenever the state board determines that a school district has failed either to meet the accreditation requirements established by rules and regulations or standards adopted by the state board or provide curriculum based on state standards and courses required by state law, the state board shall so notify the school district. Such notice shall specify the accreditation requirements that the school district has failed to meet and the curriculum that it has failed to provide. Upon receipt of such notice, the board of education of such school district is encouraged to reallocate the resources of the school district to remedy all deficiencies identified by the state board.

(f) Each school in every school district shall establish a school site council composed of the principal and representatives of teachers and other school personnel, parents of students attending the school, the business community and other community groups. School site councils shall be responsible for providing advice and counsel in evaluating state, school district, and school site performance goals and objectives and in determining the methods that should be employed at the school site to meet these goals and objectives. Site councils may make recommendations and proposals to the school board regarding budgetary items and school district matters, including, but not limited to, identifying and implementing the best practices for developing efficient and effective administrative and management functions. Site

councils also may help school boards analyze the unique environment of schools, enhance the efficiency and maximize limited resources, including outsourcing arrangements and cooperative opportunities as a means to address limited budgets.

Sec. 8. K.S.A. 72-7114 is hereby amended to read as follows: 72-7114. (a) Any association with a majority of the high schools of the state as members and the purpose of which association is the statewide regulation, supervision, promotion and development of any of the activities defined in K.S.A. 72-7117, and amendments thereto, and in which any public high school of this state may participate directly or indirectly shall:

(1) On or before September 1 of each year make a full report of its operation for the preceding calendar year to the state board of education. The report shall contain a complete and detailed financial statement under the certificate of a certified public accountant.

(2) File with the state board a copy of all reports and publications issued from time to time by such association.

(3) Be governed by a board of directors which shall exercise the legislative authority of the association and shall establish policy for the association.

(4) Submit to the state board of education, for its approval or disapproval prior to adoption, any amendments, additions, alterations or modifications of its articles of incorporation or bylaws. If any articles of incorporation, bylaws or any amendment, addition or alteration thereto is disapproved by the state board of education, the same shall not be adopted.

(5) Establish a system for the classification of member high schools according to student attendance.

(6) Be subject to the provisions of the Kansas open meetings law.

(7) Be subject to the provisions of the open records law.

(8) Recognize and accept accreditation of a nonpublic school by a regional or national agency.

(b) (1) The board of directors shall consist of not less than 60 members as follows:

(A) At least eight directors shall be members of boards of education, elected by local boards of education. At least two of such directors shall be elected from each congressional district of the state;

(B) at least two directors shall be representatives of the state board of education, appointed by the state board;

(C) (i) directors who are representatives of the senior high schools which are affiliated with a league shall be elected by the league;

(ii) the senior high schools which are not affiliated with a league shall be represented by at least one director;

(D) at least four directors shall be representatives of the middle/junior high schools, elected by the middle/junior high schools;

(E) at least one director shall be representative of and selected by athletic administrators;

(F) at least one director shall be representative of and selected by coaches;

(G) at least one director shall be representative of and selected by speech communications educators;

(H) at least one director shall be representative of and selected by music educators; and

(I) at least one director shall be representative of and selected by scholars' bowl coaches.

(2) The directors appointed by the state board of education from the public at-large prior to July 1, 2014, whose terms are set to expire after July 1, 2014, may continue to serve on the board of directors until such director's term expires. Upon the expiration of the term of any such director, the governor shall appoint a successor member of the board of directors. In the event of a vacancy or the expiration of the term of any director appointed by the governor, the governor shall appoint a successor member of the board of directors. Any person appointed by the governor shall not be employed by any school

affiliated with a league in the Kansas state high school activities association, nor shall such person be a member of the state board of education. The governor shall be provided a list of those directors appointed pursuant to subsection (b)(1). The governor shall make appointments pursuant to this subsection in order to attain, when necessary, and insofar as possible, representation of ethnic minority groups and both genders on the board of directors and to ensure that a resident from each congressional district is appointed to the board of directors.

(3) All directors are limited to six consecutive years of service.

(c) (1) An executive board which shall be responsible for the administration, enforcement and interpretation of policy established by the board of directors shall be elected by the board of directors from its membership, provided that a director shall serve at least one year as a member of the board of directors prior to being elected to the executive board.

(2) At least two members of the board of directors elected to the executive board shall be directors appointed by the governor under subsection (b)(2), provided such directors are eligible for election to the executive board under this subsection. Members of the executive board elected pursuant to this paragraph shall only be eligible to serve on the executive board during the second, fourth and sixth years of such director's term.

(3) Insofar as possible, membership on the executive board shall be representative of ethnic minority groups, both genders, and all geographical areas of the state.

(d) An appeal board which shall be responsible for conducting hearings provided for in K.S.A. 72-7118, and amendments thereto, shall be elected as provided in this subsection. The appeal board shall consist of eight members. The membership of the appeal board shall include four members who are board of education members, elected by the boards of education of the member schools of the association; and four members who are school administrators, elected by the member schools of the association. No member of the board of directors shall be eligible for election to membership on the appeal board. All members of the appeal board are limited to six consecutive years of service.

(e) The executive board is authorized to employ an executive director and such other personnel as may be necessary to the exercise of the powers and the performance of the functions and duties of the board of directors, the executive board, and the appeal board. The executive director and all other personnel, except custodial, clerical or maintenance personnel, employed by the executive board pursuant to this subsection, shall file written statements of substantial interests, as provided by K.S.A. 46-248 through 46-252, and amendments thereto.

Sec. 9. K.S.A. 72-7114 and K.S.A. 2025 Supp. 72-5170 are hereby repealed.

Sec. 10. This act shall take effect and be in force from and after its publication in the statute book.

I hereby certify that the above BILL originated in the House,
and passed that body

_____

HOUSE concurred in
SENATE amendments _____

_____
Speaker of the House.

_____
Chief Clerk of the House.

Passed the SENATE
as amended _____

_____
President of the Senate.

_____
Secretary of the Senate.

APPROVED _____

_____
Governor.

IIBGC - Staff Online Activities

(See GAF, GBU, IIBG, IIBGA, KGA)

Employees are encouraged to use district electronic mail and other district technology and resources to promote student learning and to communicate with parents of students and education-related entities. If those resources are used, they shall be used for purposes directly related to work-related activities. Technology-based materials, activities, and communication tools utilized by employees with students shall be used in accordance with law and appropriate for and within the range of the knowledge, understanding, age, and maturity of students with whom they are used.

District employees, including, but not limited to, administrators, classroom teachers, and extracurricular and co-curricular activity coaches and sponsors, may set up social media accounts using district technological resources and following district policy and procedures to promote and enhance communications with students, parents, and the community concerning school-related programs and activities as well as for the purpose of supplementing classroom instruction. Social media sites and other online communication options offering instructional benefits may be used for the purpose of supplementing classroom instruction and to promote communications with students and parents concerning school-related activities, as allowed by law and this policy.

In order for district employees to utilize a social media platform for instructional, administrative, or other work-related communication purposes, they shall comply with the following:

1. They shall request permission from the superintendent or the superintendent's designee(s) prior to setting up or using any social media platform.
2. If permission is granted, staff members will set the platform up following any district policy, administrative procedures, and directives. This shall include, but may not be limited to, limiting the employee to using only board approved social media platforms for official school purposes and giving administrative access and editing rights to designated district or school officials.
3. If the expenditure of district funds is required to complete the set-up or maintenance of the platform, the requesting staff member shall present an itemized summary of such costs to the superintendent for appropriate approval.
4. Once the platform is in use, the sponsoring staff member is responsible for the following:
    a. Monitoring and managing the platform to promote safe and acceptable use and compliance with district policies, administrative guidelines and directives, and applicable law; and

b. Observing confidentiality restrictions concerning release of personally identifiable student information under state and federal law.

Prohibitions Regarding Social Media Platforms

No employee of the district shall privately or directly communicate with any student through a social media platform, except as expressly permitted under this policy. This prohibition applies regardless of whether communication occurs during or outside the school day.

No employee shall require a student to use a social media platform for any assignment or extracurricular activity.

The provisions of this policy regulating social media platform use that are not made for official school purposes and that require the use of only board approved social media platforms with limited student communications do not apply to any virtual school, as defined by Kansas law.

Definitions

For purposes of this policy, a "social media platform" is any online website or application that permits a person to become a registered user, create an account or profile for the primary purpose of creating, sharing, or interacting with user-generated content that is publicly viewable. "Social media platform" includes, but is not limited to, Facebook, Instagram, Snapchat, TikTok, X (Twitter). "Social media platform" does not include:

- Any online website or application whose primary purpose is educational;
- Any platform approved by the board if such platform:
  - Is owned, licensed, or contractually controlled by the school district;
  - allows for required user accounts;
  - allows communications to be monitored, archived, retained, or audited in compliance with policy or law;
  - is accessible to parents or guardians; and
  - used by employees in accordance with policy;
- email;
- direct messaging services that only share messages between a sender and a named recipient and does not display or post messages publicly or to users not identified as recipients by the sender of the message; and
- any online product or service that does not have school-specific features or identifiers and the predominant purpose is to post educational materials, news, resources and user comments, or other interactive functionality that is incidental to such predominant purpose.

For purposes of this policy, “official school purposes” means the broadcasting or posting of public, one-way communications that pertain to school functions, activities, or events. “Official school purposes” does not include private communications, direct communications, or two-way communications with any student.

Uses of Social Media Platforms

The board may approve specific social media platforms for employee use for official school purposes, and employees are expected to utilize only board approved social media platforms in the performance of any district related work responsibilities, including the posting of information on behalf of district programs, clubs, and activities.

Board-approved social media platforms may be used by employees only for the following purposes:

- Posting or broadcasting one-way, public communications; and
- Sharing general information related to school programs, activities, or events.

Employees shall not use social media platforms for any form of two-way interaction with students, including but not limited to:

- Private or direct messaging;
- comment-based conversations; or
- other two-way exchange of individualized messages with a student.

Other Online Platforms

Employees may communicate with students through district approved platforms that are not classified as social media platforms, provided such use complies with board policy and applicable law. These platforms may include:

- District email accounts;
- district learning management systems; and
- board approved messaging, notification, or collaboration platforms.

All board approved platforms must allow for appropriate administrative supervision, monitoring, and record retention.

Training and Compliance

The superintendent or designee shall provide training to employees regarding acceptable social media platform communication practices as necessary for implementation of new requirements and then periodically thereafter.

Disciplinary Actions

While not in direct violation of applicable law or this policy, staff members are strongly discouraged from creating personal social media accounts with which they connect with current or future students. Employees taking such action do so at their own risk. All employees shall be subject to disciplinary action if their conduct relating to use of technology, social media, or online resources violates board policy or administrative procedures or directives; Kansas law regarding social media platform use by school employees; statutory or regulatory provisions governing employee conduct or the protection of student record information; or if it impairs the staff member's job performance or effectiveness in the work setting. District staff shall endeavor to protect the health, safety, and emotional well-being of students and confidentiality of student record information both in the school setting and in their online actions. Conduct in violation of this policy, including, but not limited to, conduct relating to the use of technology, any social media, or online resources, may form the basis for disciplinary action up to and including termination from employment.

Approved: