AGREEMENT

BETWEEN

GARDEN CITY
EDUCATION ASSOCIATION

AND

GARDEN CITY
UNIFIED SCHOOL DISTRICT #457

FINNEY COUNTY
STATE OF KANSAS

2019 – 2020
NEGOTIATED AGREEMENT
FOR
2019-2020 SCHOOL YEAR

The following agreements were reached as the result of professional negotiations between the negotiating teams for The Board of Education of USD #457, Garden City, Finney County, Kansas, and the Garden City Education Association, as representatives of the teachers of Unified School District #457, pursuant to the provisions of K.S.A. 72-5413, et seq.

These agreements are hereby approved this 1st day of June, 2019, by the respective negotiating teams.

Gil Perea, Head Negotiator
Garden City Education Association

KJ Knoll, Head Negotiator
Board of Education, USD #457

These Agreements are ratified by a majority of the teachers of USD #457 on the 16th day of August, 2019.

President
Garden City Education Association

These agreements are ratified by a majority of the members of the Board of Education of USD #457 on the 19th day of August, 2019.

President
Board of Education of USD #457
Garden City, Finney County, Kansas
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ARTICLE I. DEFINITIONS  

A. The terms “teacher”, “professional employee”, or “employee” as used in this agreement, mean any person, including both full-time and part-time (excluding substitutes), employed by the Board of Education of USD #457 in a position which requires a certificate issued by the State Board of Education or employed in a professional or instructional capacity by the Board of Education, but do not mean any such person who is an administrative employee.

B. The term “Board”, as used in this agreement, 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 “Association”, as used in this agreement, shall mean the Garden City Education Association.

D. The term “School District” and “USD #457”, as used in this agreement, shall mean USD #457 in the City of Garden City, County of Finney and State of Kansas.

E. The term “Superintendent”, as used in this agreement, shall mean the Superintendent of Schools of USD #457 in the City of Garden City, County of Finney and State of Kansas.

F. The term “school year”, as used in this agreement, shall mean the calendar as adopted by the Board of Education in defining the school term.

G. The terms “Committee” and “Team”, as used in this agreement are synonymous, referring to the negotiators for each party to the agreement, recognized or appointed for the purpose of professional negotiations pursuant to K.S.A. 72-5413, et seq.

H. The term “administrative employee”, as used in this agreement, means any person who is employed by the Board of Education of Unified School District No. 457 in an administrative capacity, or who is fulfilling duties for which an administrators certificate is required, pursuant to K.S.A. 1977 Supp. 72-7513.

I. The term “part-time teacher” or “part-time employee” as used in this agreement, shall mean any teacher employed by the Board of Education of USD #457 whose assigned duties are for less than the normal duty day, or are for fewer duty days than in the calendar as adopted by the Board of Education.

J. The term “daily rate of pay” will be defined as the amount computed by dividing each teacher’s base salary-step and category by the number of normal duty days as established for the current school year.
K. “Pay for extra days” will be computed by multiplying the teacher’s daily rate of pay times the number of extra days worked.

L. Conference Report – A Conference Report (Form 57) is a written report (See Appendix “E”) used by administration to document specific information related to an employee’s performance (positive or negative). A Conference Report may also be used by administration to document a conversation between an employee and an administrator. When an administrator uses a Conference Report, the employee has the option of writing or attaching additional comments within 14 calendar days of the receipt.
ARTICLE II. GENERAL PROVISIONS

Section A. Recognition Clause

Pursuant to official action taken by the Board of Education, Unified School District No. 457, Finney County, Garden City, Kansas, on July 27, 1970, the Board of Education has recognized the Garden City Education Association, through its duly designated representatives, as the exclusive representative of all members of the teaching staff of Unified School District No. 457, exclusive of administrators, which recognition shall continue until terminated in the manner provided by law.

Section B. Part-time Employees

Unless otherwise restricted by the wording of the specific agreement, the terms of this negotiated agreement apply to all professional employees of USD #457; provided, however, with regard to part-time employees who are employed less than full-time but half-time or more, the employment benefits provided for in ARTICLE V. LEAVES and ARTICLE VI. BENEFITS shall be prorated; provided, further, those employees who are employed less than half-time shall not be entitled to any such benefits. With regard to part-time employees, the salary provided for in ARTICLE III. SALARIES AND WAGES (Section C. Salary Schedule) shall be prorated based upon the amount of time worked as compared to the full-time employee.

Section C. School Board’s Powers and Rights

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 these negotiated agreements.

The only limitation on any right of the Board shall be by law or by the express limitation by specific provision contained within these negotiated agreements.

Section D. No Strike - No Lockout

During the terms of this agreement, the School Board agrees not to engage in a lockout of employees covered by this agreement, and the Association and its members agree that there will be no strike, work stoppage, work disruption, or any other conduct interfering with the continued operation of the schools or the educational program of USD #457, unless provided for by State or Federal legislation.
Section E. Copies of Agreement

Upon ratification of these negotiated agreements by both the professional employees and the Board of Education, a copy of the negotiated agreement shall be made available to all professional employees by September 1 or sixty days after ratification by both parties, whichever is later. The copies so provided shall contain only the negotiated agreements, and the cost of printing such copies shall be the responsibility of the Board of Education.

Section F. Savings Clause

It is agreed that should any of the foregoing agreements be declared to be in violation of law by a final decision of a court of competent jurisdiction, the illegal agreement shall be deemed null and void, but all other agreements shall remain in full force and effect.
ARTICLE III. SALARIES AND WAGES

Section A. Professional Personnel Extra Duty

The time spent by students in extra-curricular activities is an integral part of the total educational process. Since many of these activities are scheduled outside the regular school day and require supervision by trained personnel, there is an “Extra Duty Payment Schedule” which will compensate those persons assigned to supervise extra-curricular activities. Extra-curricular activities are assignments outside of the teacher’s workday, and specified on the Extra Duty Application Form, and such assignments should be voluntary whenever possible.

Responsibility - The individual in each building who is charged with activity supervision will administer the extra duty scheduling.

Procedure - Application forms for participating in the Extra Duty Schedule will be distributed to all teachers during orientation prior to the time school begins each fall. The “Extra Duty” application form is as follows:

(See Appendix “A” for EXTRA DUTY ACTIVITY SCHEDULE.)

After all forms are collected at orientation, the duties will be assigned on a basis as equitable as possible.

SCHEDULE OF PAYMENT

The following schedule applies to the following activities: Football, Basketball, Wrestling, Track, Music Programs, Plays, Literacy Nights and Math Nights.

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<tr>
<td>Pickers (Track)</td>
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</table>
Pole Vault Judge ...................................................................................................... $8.00
High Jump Judge ................................................................................................... $8.00
Discus Judge ........................................................................................................ $8.00
Long Jump Judge .................................................................................................. $8.00
Shot Put Judge ...................................................................................................... $8.00
Event Manager (involving 8 or more schools and scheduled outside school time)... $12.00

In addition to the foregoing, the Board of Education reserves the right to create and assign such other additional extra duty assignments as it deems appropriate; provided, however, that such additional assignments will be compensated at not less than the lowest rate per hour set forth above.

(See Appendix “B” for EXTRA DUTY ACTIVITY TIME SHEET.)

**Section B. Professional Growth Credit**

Bl. Professional Growth Credit

College credit may be applied to requirements for categorical advancement on the salary schedule.

In order to qualify for Professional Growth Credit, the teacher must have prior approval from the Professional Development Council. In order to obtain prior approval, the teacher must submit the Professional Growth Form on My Learning Plan (MLP).

In order to obtain approval for undergraduate Professional Growth Credit the teacher must follow the procedure below: (such application must be processed through all levels regardless of the determination made at any level)

1. Complete the Professional Growth Credit Form on MLP before beginning the course.

2. The Professional Growth Credit Form will be forwarded on MLP to the building principal for approval or disapproval.

3. The Professional Growth Credit Form is then forwarded on MLP to the Assistant Superintendent for Learning Services.

4. The Assistant Superintendent for Learning Services will take the request to the Professional Development Council for approval before the class begins.

5. The Assistant Superintendent for Learning Services will show approval/disapproval of the request on MLP. The request will be held in MLP until completion of the course.
Applicants will be informed if their course has been disapproved after the Professional Development Council meets. These meeting dates are listed in the Staff Development Handbook.

In order for an application to be approved, it must have the approval of the building principal and the Assistant Superintendent for Learning Services.

If credit is denied, the teacher may, within 10 school days following receipt of the denial, write an appeal to the Superintendent. At this time the Superintendent may overrule the decision.

After the application has been approved and after the staff member has successfully completed the course, the applicant will provide the Instruction Office with necessary documentation evidencing successful completion of the course. Necessary documentation evidencing successful completion of the work will be in the form of an official transcript. The applicant shall have the responsibility for securing and submitting all official transcripts. Necessary documentation of successful completion of the work must be submitted to the Instruction Office by September 1 in order to be eligible for categorical advancement for the full school year; provided, however, that eligible hours submitted by February 1 shall be recognized for categorical advancement commencing with the second half of the school year. Transcripts of the previous summer not received by September 1 will be paid retroactive to the beginning of the school year if they are received by February 1. Such mid-year advancement shall be at the same experience step on the salary schedule on which the teacher was at the beginning of the school year.

Applications and official transcripts received after February 1, which are subsequently approved in accordance with the foregoing procedure, will be credited to categorical advancement commencing with the succeeding school year.

With regard to hours earned as a result of completion of graduate level or senior college (four year) upper level courses, the teacher must submit official transcripts of successful completion of the course to the Office of Learning Services.
B2. Inservice Credit

When three hundred points have been earned in approved inservice activities, the Instruction office will forward that information to the appropriate person within the Personnel Department. Movement will be horizontal on the salary schedule and is awarded only when the three hundred points are completed by September 1 or February 1. February 1 advancement shall be recognized for categorical advancement commencing with the second half of the school year. Applications received after February 1 will be credited to categorical advancement commencing with the succeeding school year.

Inservice activity points may not be used in place of a degree when required for advancement.

For more information please refer to the Staff Development Handbook, or call the Instruction office.
Experience increment movement on the salary schedule will be allowed for full years plus partial years totaling .5 or greater provided, however that those employed less than full time, will receive experience prorated on the basis of full time employment.

Any Teacher who has an ESL Endorsement on their Kansas teaching license, with an effective date of September 1 of the current school year, will receive an additional $1,000 in compensation. This will be paid in two equal installments, one in December and one in May.

NOTE:  Step 18 of Column C (BS+30) equals Step 17 plus 2.0% of the Base Salary.
Step 19 of Column D (BS+45) equals Step 18 plus 3.5% of the Base Salary.
Step 21 of Column E (MS) equals Step 20 plus 3.5% of the Base Salary.
Step 23 of Columns F through I are computed as follows:
F - MS+15 - Step 22 plus 3.75% of the Base Salary
G - MS+30 - Step 22 plus 4.25% of the Base Salary
H - MS+45 - Step 22 plus 4.75% of the Base Salary
I - ED.S. or ED.D - Step 22 plus 5.25% of the Base Salary

NOTE: Step increases are higher on the following steps:
Step 6 - $925
Step 10, Columns C - I - $1,103
Step 15, Columns B-D - $1,119
Step 15, Columns E - I - $1,525
Last Step, Columns C - I - $806 - $2,115

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USD #457 - GARDEN CITY, KANSAS
2019-2020 TEACHER SALARY SCHEDULE
$41,782 BASE

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Years of Service Compensation - Based on completed years of service with the district as of August 31, will be paid in December
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</tbody>
</table>

Experience increment movement on the salary schedule will be allowed for full years plus partial years totaling .5 or greater provided, however that those employed less than full time, will receive experience prorated on the basis of full time employment.

NOTE: Step 18 of Column C (BS+30 or BSN + 30) equals Step 17 plus 2.0% of the Base Salary.
Step 19 of Column D (BS+45) equals Step 18 plus 3.5% of the Base Salary.
Step 21 of Column E (MS) equals Step 20 plus 3.5% of the Base Salary.
Step 23 of Columns F through I are computed as follows:
- F - MS+15 or MSN +15 - Step 22 plus 3.75% of the Base Salary
- G - MS+30 or MSN +30 - Step 22 plus 4.25% of the Base Salary
- H - MS+45 or MSN +45 - Step 22 plus 4.75% of the Base Salary
- I - ED.S. or ED.D - Step 22 plus 5.25% of the Base Salary

NOTE: Step increases are higher on the following steps:
- Step 6 - $925
- Step 10, Columns C - I - $1,103
- Step 15, Columns B-D - $1,119
- Step 15, Columns E - I - $1,525
- Last Step, Columns C - I - $606 - $2,115

<table>
<thead>
<tr>
<th>Years of Service Compensation - Based on completed years of service with the district as of August 31, will be paid in December</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 4 years</td>
</tr>
<tr>
<td>5 - 9 years</td>
</tr>
<tr>
<td>10 - 14 years</td>
</tr>
<tr>
<td>15 - 19 years</td>
</tr>
<tr>
<td>20+ years</td>
</tr>
</tbody>
</table>
**BASE SALARY**

<table>
<thead>
<tr>
<th>POSITION</th>
<th>DAYS</th>
<th>SALARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Psychologist</td>
<td>196</td>
<td>$65,464</td>
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**YEARS OF PROFESSIONAL SCHOOL EXPERIENCE (IN SPECIALTY)**

<table>
<thead>
<tr>
<th>Years</th>
<th>Compensation ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-4</td>
<td>-</td>
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<td>700</td>
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<tr>
<td>15-19</td>
<td>1,200</td>
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<tr>
<td>20+</td>
<td>2,000</td>
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</table>

**EDUCATIONAL ATTAINMENT**

<table>
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<tr>
<th>Step</th>
<th>Years</th>
<th>Compensation ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step I</td>
<td>MA/MS</td>
<td>$425</td>
</tr>
<tr>
<td>Step II</td>
<td>MA + 15</td>
<td>$850</td>
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<tr>
<td>Step III</td>
<td>MA + 30</td>
<td>$1,250</td>
</tr>
<tr>
<td>Step IV</td>
<td>EdS/MA + 45</td>
<td>$1,675</td>
</tr>
<tr>
<td>Step V</td>
<td>PhD/EdD</td>
<td>$1,675</td>
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</tbody>
</table>

*Years of Service Compensation* - Based on completed years of service with the district as of August 31, will be paid in December.
## BASE SALARY

<table>
<thead>
<tr>
<th>POSITION</th>
<th>DAYS</th>
<th>SALARY</th>
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<tbody>
<tr>
<td>Occupational / Physical Therapist</td>
<td>184.5</td>
<td>$59,115</td>
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<tr>
<td>Speech Language Pathologist</td>
<td>184.5</td>
<td>$59,115</td>
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</tbody>
</table>

## YEARS OF PROFESSIONAL SCHOOL EXPERIENCE (IN SPECIALTY)

<table>
<thead>
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<th>Years of Service</th>
<th>Compensation</th>
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</thead>
<tbody>
<tr>
<td>0 - 4 years</td>
<td>$</td>
</tr>
<tr>
<td>5 - 9 years</td>
<td>$500</td>
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<td>15 - 19 years</td>
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</tr>
<tr>
<td>20+ years</td>
<td>$2,000</td>
</tr>
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</table>

*Years of Service Compensation - Based on completed years of service with the district as of August 31, will be paid in December.*
If there is an unbudgeted change in state funding for the district, by mutual agreement of the Board and GCEA, the parties may re-open negotiations to discuss salaries and wages.
### Section D. "S" Schedule (2019-2020 Supplemental Salary Schedule)

**USD #457 - GARDEN CITY, KANSAS**

$41,782 BASE

<table>
<thead>
<tr>
<th>STEP</th>
<th>S-1</th>
<th>S-2</th>
<th>S-3</th>
<th>S-4</th>
<th>S-5</th>
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<tbody>
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<td>2.00% 835.64</td>
<td>3.00% 1,253.46</td>
<td>4.00% 1,671.28</td>
<td>5.00% 2,089.10</td>
</tr>
<tr>
<td>1</td>
<td>1.25% 522.28</td>
<td>2.25% 940.10</td>
<td>3.25% 1,357.92</td>
<td>4.25% 1,775.74</td>
<td>5.25% 2,193.56</td>
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<tr>
<td>2</td>
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<td>2.50% 1,044.55</td>
<td>3.50% 1,462.37</td>
<td>4.50% 1,880.19</td>
<td>5.50% 2,298.01</td>
</tr>
<tr>
<td>3</td>
<td>1.75% 731.19</td>
<td>2.75% 1,149.01</td>
<td>3.75% 1,566.83</td>
<td>4.75% 1,984.65</td>
<td>5.75% 2,402.47</td>
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<tr>
<td>4</td>
<td>2.00% 835.64</td>
<td>3.00% 1,253.46</td>
<td>4.00% 1,671.28</td>
<td>5.00% 2,089.10</td>
<td>6.00% 2,506.92</td>
</tr>
<tr>
<td>5</td>
<td>2.25% 940.10</td>
<td>3.25% 1,357.92</td>
<td>4.25% 1,775.74</td>
<td>5.25% 2,193.56</td>
<td>6.25% 2,611.38</td>
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<td>6.50% 2,715.83</td>
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<tr>
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<td>2.75% 1,149.01</td>
<td>3.75% 1,566.83</td>
<td>4.75% 1,984.65</td>
<td>5.75% 2,402.47</td>
<td>7.00% 2,924.74</td>
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<tr>
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<td>6.00% 2,506.92</td>
<td>7.00% 2,924.74</td>
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<td>14.00% 5,849.48</td>
<td>15.00% 6,267.30</td>
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<tr>
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<td>12.25% 5,118.30</td>
<td>13.25% 5,536.12</td>
<td>14.25% 5,953.94</td>
<td>15.25% 6,371.76</td>
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<tr>
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<tr>
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<td>15.00% 6,267.30</td>
<td>16.00% 6,685.12</td>
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Step: 15, 16, 17, 18

**NOTE:** All employees subject to the supplemental salary schedule will advance one step only on this schedule regardless of the years of experience.
Section D. Supplemental Schedule

The supplemental schedule provides compensation to teachers who are assigned duties that are in addition to the regular school day.

Generally, unless the greatest portion of the time spent in an activity extends beyond the regular school day, the activity will not be placed on the supplemental schedule. Some exceptions are included in this section.

SENIOR HIGH SCHOOL

Senior High Sports

Level I

Boys Head Basketball Coach................................................................. S-18
Boys Head Football Coach ........................................................................ S-18
Girls Head Basketball Coach ................................................................. S-18
Boys Head Wrestling Coach................................................................. S-18

Boys Head Assistant Basketball Coach ................................................ S-11
Boys Head Assistant Football Coach ..................................................... S-11
Girls Head Assistant Basketball Coach ................................................ S-11
Boys Head Assistant Wrestling Coach .................................................. S-11

Boys Assistant Basketball Coach .......................................................... S-10
Boys Assistant Football Coach .............................................................. S-10
Girls Assistant Basketball Coach ......................................................... S-10
Boys Assistant Wrestling Coach ........................................................... S-10

Boys Ninth Grade Head Basketball Coach ........................................... S-10
Boys Ninth Grade Head Football Coach ............................................... S-10
Girls Ninth Grade Head Basketball Coach .......................................... S-10
Boys Ninth Grade Head Wrestling Coach ............................................ S-10

Boys Ninth Grade Assistant Basketball Coach .................................. S-9
Boys Ninth Grade Assistant Football Coach ....................................... S-9
Girls Ninth Grade Assistant Basketball Coach .................................. S-9
Level II

Head Track Coach .................................................................S-13
Boys Head Baseball Coach ......................................................S-13
Boys Head Soccer Coach .......................................................S-13
Girls Head Volleyball Coach ...................................................S-13
Girls Head Soccer Coach .......................................................S-13
Girls Head Softball Coach ......................................................S-13
Assistant Track Coach ............................................................S-7
Boys Assistant Baseball Coach ...............................................S-7
Boys Assistant Soccer Coach ..................................................S-7
Assistant Girls Volleyball Coach .............................................S-7
Girls Assistant Soccer Coach ................................................S-7
Girls Assistant Softball Coach ..............................................S-7
Ninth Grade Head Track Coach ..............................................S-7
Girls Ninth Grade Head Volleyball Coach ..............................S-7

Girls Ninth Grade Assistant Volleyball Coach ........................S-6

Level III

Boys Head Tennis Coach .......................................................S-9
Head Cross Country Coach ..................................................S-9
Boys Head Golf Coach ........................................................S-9
Girls Head Swim Coach .......................................................S-9
Girls Head Tennis Coach ......................................................S-9
Girls Head Golf Coach ........................................................S-9
Bowling Coach ....................................................................S-9

Boys Assistant Tennis coach ................................................S-5
Assistant Cross Country Coach .............................................S-5
Boys Assistant Golf Coach ....................................................S-5
Girls Assistant Swim Coach ................................................S-5
Girls Assistant Tennis Coach ..............................................S-5
Girls Assistant Golf Coach ..................................................S-5
Assistant Bowling Coach ......................................................S-5

Sports

Weight Programs (per season) .................................................S-3
Overload

Academic classes above 6, including seminar - pay is computed by multiplying each teacher’s base salary by .075 for a one semester class and by .15 for a 2 semester class.

Lunch Duty/Breakfast Duty

Payment for lunch duty/breakfast duty will be $11.00 per hour. Teachers will be paid in quarter hour increments. Payments may be made monthly.

Dual Credit Classes

Funds received from Garden City Community College for dual credit classes taught at Garden City High School will be passed on to the teachers teaching the dual credit classes. Payment will be made in the teacher’s June paycheck.

Other Supplemental Assignments

- Academic Coach.................................................................S-7
- Academy Leader.....................................................................S-2
- AVID Site Director...............................................................S-7
- Band Director ........................................................................S-15
- Band Assistant Director .....................................................S-5
- BBS Sponsor .........................................................................S-12
- Buff Grille Sponsor ............................................................S-3
- Counselor ...............................................................................S-4
- Cheerleader Coordinator.....................................................S-3
- Cheerleader Sponsor-Football ..............................................S-6
- Cheerleader Sponsor-Basketball ..........................................S-6
- Cheerleader Sponsor-Wrestling ..........................................S-6
- Cheerleader Sponsor-JV ......................................................S-6
- Chess Team Sponsor ..........................................................S-4
- Dance Team Sponsor ..........................................................S-6
- Dance Team Assistant Sponsor .........................................S-3
- Debate Head Coach ...........................................................S-11
- Debate Assistant Coach .....................................................S-7
- Drama Head Coach ............................................................S-7
- Drama Assistant Coach .....................................................S-3
- Drum Line Sponsor .............................................................S-4
- Edith Scheuerman Sign Choir Director .............................S-1
- FCCLA Sponsor .................................................................S-4
- FCCLA Assistant Sponsor ................................................S-2
- FFA Sponsor .........................................................................S-6
- FFA Assistant Sponsor ........................................................S-4
- Flag Team Sponsor .............................................................S-3
- Forensics Head Coach ........................................................S-11
Forensics Assistant Coach ................................................................. S-7
Junior Class Head Sponsor ............................................................... S-6
Junior Class Assistant Sponsor ......................................................... S-4
Modern Show Choir Sponsor ........................................................... S-4
Musical Accompanist ..................................................................... S-2
Musical Director ............................................................................. S-4
Musical Assistant Director .............................................................. S-2
Musical Music Director ................................................................. S-1
Musical Music Assistant Director ................................................... S-1
Musical Choreographer ................................................................. S-1
National Honor Society Sponsor ..................................................... S-2
Office Education Coordinator ......................................................... S-4
Orchestra Director ......................................................................... S-8
Orchestra Assistant Director .......................................................... S-2
Robotics District Coordinator .......................................................... S-7
Robotics Sponsor ........................................................................... S-1
School Paper ................................................................................... S-6
School Paper and Yearbook Photographer ......................................... S-3
Senior Class Sponsor ...................................................................... S-2
Student Council Sponsor ............................................................... S-6
Student Council Sponsor – Alternative Education Center ................. S-1
Teachers of Tomorrow Sponsor ....................................................... S-2
Theater Manager ............................................................................ S-6
VICA Sponsor ................................................................................ S-4
Vocal Music Director ..................................................................... S-11
Vocal Music Assistant Director ....................................................... S-4
Yearbook Sponsor .......................................................................... S-6

MIDDLE SCHOOL

Middle School Sports
Boys Head Basketball Coach .......................................................... S-7
Head Football Coach ..................................................................... S-7
Head Track Coach ......................................................................... S-7
Boys Head Wrestling Coach ........................................................... S-7
Girls Head Basketball Coach .......................................................... S-7
Girls Head Volleyball Coach .......................................................... S-7
Boys Head Soccer Coach ............................................................... S-7
Girls Head Soccer Coach .............................................................. S-7
Head Cross Country Coach ............................................................. S-7
Boys Assistant Basketball Coach ................................................... S-4
Boys Assistant Football Coach ....................................................... S-4
Assistant Track Coach .................................................................... S-4
Boys Assistant Wrestling Coach .................................................... S-4
Girls Assistant Basketball Coach .................................................... S-4
Assistant Track Coach .................................................................... S-4
Girls Assistant Volleyball Coach ................................................................. S-4
Boys Assistant Soccer Coach ..................................................................... S-4
Girls Assistant Soccer Coach ................................................................. S-4

Overload

Academic classes above 6 class periods - pay is computed by multiplying each teacher’s base salary by .075 for a one semester class and by .15 for a 2 semester class.

Lunch Duty/Breakfast Duty

Payment for lunch duty/breakfast duty will be $11.00 per hour. Teachers will be paid in quarter hour increments. Payments may be made monthly.

Other Supplemental Assignments

- AVID Site Director .................................................................................. S-7
- Counselor ............................................................................................... S-4
- Instrumental Music Director ............................................................... S-7
- Vocal Music Director ........................................................................... S-7
- Student Council Sponsor ..................................................................... S-4
- School Paper .......................................................................................... S-1
- Theater Manager (Clifford Hope Auditorium) ..................................... S-6
- Yearbook ................................................................................................ S-3
- FHA Sponsor ........................................................................................ S-1
- Junior Leadership Corps (JLC) Sponsor ............................................. S-7
- Robotics Sponsor .................................................................................. S-1

INTERMEDIATE

Lunch Duty/Breakfast Duty

Payment for lunch duty/breakfast duty will be $11.00 per hour. Teachers will be paid in quarter hour increments. Payments may be made monthly.

Other Supplemental Assignments

- Counselor ............................................................................................... S-4
- Band Music Director ............................................................................ S-1
- Orchestra Music Director .................................................................... S-1
- Robotics Sponsor .................................................................................. S-1
- Vocal Music Director ........................................................................... S-1
ELEMENTARY

Elementary Schools

At the beginning of each school year, each elementary principal will designate a “teacher in charge.” This teacher will serve in the place of the principal during the principal’s absence.

Teacher in Charge (AB, AH, BJ, ES, FW, GA, GM, GW, JW, VO, AT) .................. S-4
Teacher in Charge (JB, PL) ................................................................................. S-6

Other Supplemental Assignments

Counselor ............................................................................................................... S-4
Robotics Sponsor ................................................................................................. S-1
Vocal Music Director ............................................................................................ S-1

Lunch Duty/Breakfast Duty

Payment for lunch duty/breakfast duty will be $11.00 per hour. Teachers will be paid in quarter hour increments. Payments may be made monthly.

OTHER

Summer Sch. Teacher (excl. of Federal Funded Programs) .................................. Not less than $22.00/hour
Summer Drivers Education .................................................................................. Not less than $23.00/hour
Staff & Curriculum Development Council ......................................................... S-5
Bilingual, Level I .................................................................................................. S-2
Bilingual, Level II ................................................................................................. S-4
Certified (Or Provisionally Certified) Special Education Teacher in Special Education Classroom ................................................................. S-4
SAT Team Member ............................................................................................... S-4
National Board Certification - Teacher .................................................................. S-5
National Board Certification – School Psychologist .............................................. S-5
National Board Certification – Speech Language Pathologist ............................. S-5
District History Day Coordinator ........................................................................ S-1
District Science Fair Coordinator ......................................................................... S-1

In addition to the above, an amount not less than $100 per teacher shall be allocated to each building for the purpose of compensating school instructional leaders. The requirements of the school instructional leaders and the guidelines for compensation shall be contained in the Administrative Handbook. The guidelines for compensation shall be a building decision.
In addition to the foregoing supplemental assignments, the Board of Education reserves the right to create and assign such other additional supplemental duties as it deems appropriate; provided, however, that such additional assignments will be compensated at not less than the lowest rate set forth.

A committee shall be established each year to review all supplemental positions (except those relating to curriculum) and related job descriptions. The committee will make a recommendation to the negotiations team during the formal negotiations process. The recommendations will be based on the results of the Budgeting Process, when applicable. The committee shall consist of the high school athletic director (chairman), one middle school principal, one elementary principal, five teachers (two high school, one middle school, one fifth/sixth and one elementary), one classified staff member and one community member.

Section E. Salary Schedule Regulations

All teachers will receive the yearly salary increment for which they qualify, provided they meet the certification requirements as developed by the Kansas State Department of Education.

The Board of Education reserves the right to deviate from the salary schedule in any special situation.

Initial placement on the salary schedule and the supplemental salary schedule shall be determined by the Board of Education and the school administration. Credit for qualifying experience within or outside the school district will only be allowed at full credit for verifiable years of actual teaching experience.

Experience increment movement on the salary schedule will be allowed for full years only; provided, however, that those employed half time or more, but less than full time, will receive the money for an increment prorated on the basis of their full-time employment. Experience increment movement will be granted for partial years or days taught during a year only when said partial years or days combine to equal a full or complete year.

In order for a teacher to receive categorical advancement (BS + 15 or “B”, BS + 30 or “C”, BS + 45 or “D”, MS or “E”, MS + 15 or “F”, MS + 30 or “G”, MS + 45 or “H”, ED.S./ED.D. or “I”) on the salary schedule above the BA/BS or “A” category, the teacher must meet requirements established under the Professional Growth Credit Agreement.

In order for a teacher to be eligible for the categorical advancement of Bachelor’s Degree plus fifteen hours (Category “B” - BS + 15) or Master’s Degree plus fifteen hours (Category “F” - MS + 15), the fifteen hours must be earned after the date on which the degree was conferred. The only exception to this procedure would be a letter from the Graduate School which states that all requirements for the degree had been met, and said letter must be dated or must state clearly the date on which all requirements had been
met. If two separate endorsements are being earned simultaneously, the transcripts will be reviewed and a determination will be made by the Deputy Superintendent regarding placement on the salary schedule.

Salary increment payments are not retroactive. If a teacher fails to notify the Personnel Office during the term of a teacher’s contract of a situation in which increment requirements have been met or eligibility for categorical advancement has been met, these additional salary payments will have been lost for that particular contract year. The teacher will, however, move to the appropriate step on the salary schedule or to the appropriate category during the next contract year, if proper documentation is reported within the time limits established by the Professional Growth Credit Agreement.

Section F. Compensation For Substituting During Planning Period

When the need for a short-term (generally one teaching period) substitute teacher develops at the secondary level or elementary level, the following procedure will be followed:

1. If the need for a substitute is the result of a school-initiated request, the teacher who is designated to substitute will be compensated at the rate of 1/4 of the current daily certified substitute teacher’s rate and record on the regular teacher’s absence report that requesting teacher will be charged one-half day of emergency leave for any absence of one-half day or less.

   Classroom teachers who serve as substitutes shall be paid an hourly rate equal to 1/4 the certified substitute rate of pay.

2. If the need for a substitute is the result of a teacher-initiated request, the requesting teacher may, with the approval of the building principal, secure the services of another teacher who would be willing to volunteer his or her service for the short-term substituting situation. No deduction of pay or loss of emergency leave will be assessed against the requesting teacher.

3. If the request is teacher-initiated and a volunteer substitute cannot be secured, the principal shall do one of the following:

   (a) Assign a short-term substitute from the regular teaching staff, pay the substitute at the rate of 1/4 of the current daily certified substitute teacher’s rate for each hour taught or major portion thereof, and record on the regular teacher’s absence report that the requesting teacher will be charged one-half day of emergency leave for any absence of one-half day or less. All available teachers will be assigned on a rotating basis.

   (b) Obtain a substitute from the regular substitute teacher’s roster and charge the requesting teacher for one-half day of emergency leave for any absence of one-half day or less.
This procedure will prevail except in those situations when the principal or assistant principal covers the assignment. The same procedure would prevail as in paragraph 2 above, and this would be considered a voluntary assignment.

**Section G. Compensation To Retiring Teachers**

Upon retirement from the teaching profession and through KPERS, a teacher who has completed 15 years or more of full-time employment with USD #457 shall be entitled to a one-time contribution by USD #457 into a Retirement Plan Portfolio established for the teacher.

The amount of additional payment shall be as follows:

- 15 years of service: 8%
- 16 years of service: 9%
- 17 years of service: 10%
- 18 years of service: 12%
- 19 years of service: 14%
- 20 or more years of service: 16.67%

*All percentages listed above are percentages of the teacher’s contracted salary, excluding extra days and supplementals*

In addition, if the employee has 20 or more unused emergency leave days at the end of his/her employment with USD #457, he/she will be entitled to additional pay equal to $34 for each unused emergency leave day up to 70 total days.

To be eligible the teacher must give written notice to the Personnel Office of his/her intended retirement by March 15 of the year of retirement. The notice shall be irrevocable upon acceptance by the Board of Education.

All teachers who have more than 70 days of unused emergency leave as of June 30 of the current year and who are retiring under KPERS, may elect to forfeit up to 15 days of the unused emergency leave days in excess of 70 in exchange for 100% of base substitute pay per day forfeited.

In the event of the death of such teacher during the last contract year prior to retirement, a sum equal to the additional pay referred to in this section, prorated by the number of contract days completed by the teacher for that year prior to death, shall be paid to the teacher’s surviving spouse, or in the absence thereof to the teacher’s estate. If a teacher wishes to retire at the end of the current contract year and receive the additional benefits referred to in this section, but has not given written notice by March 15, he/she may request the additional benefits by making an application in writing to the Superintendent of Schools stating the specific reasons for the waiver of the March 15 deadline. Each such request will be judged on its own merits, and a hearing will be held before the Appeals Panel that hears requests for the waiver of resignation fees. The hearing will be held within five working days after being received by the Superintendent of Schools. The Appeals Panel
will make a recommendation to the Board of Education at their next regularly scheduled meeting. The BOE may choose to accept or reject the recommendation of the appeals panel.

Payment shall be made on or before July 31 of the contract year that the employee is retiring.

**Section H. Compensation For Use Of Private Vehicle On District Business**

Upon request, the Personnel Office will provide a teacher receiving such compensation a copy of current board policy regarding use of private vehicles on district business. The mileage rate will be the same as that allowed by the State of Kansas to its employees as of July 1 of the current fiscal year.

**Section I. Compensation for Completion of National Board Certification**

Once an employee has received National Board Certification, he/she shall receive a yearly supplemental (see Article III. Section D).

**Section J. Compensation To Teachers New to USD #457**

If the new teacher does not complete at least one full year of teaching in USD #457, he/she will be required to return the $500 to the District.

**Section K. Compensation To Teachers Who Receive Special Recognition**

Any teacher who received the Crystal Apple award, or who receives special recognition at the state or national level shall receive a one-time payment of $1,000, subject to recommendation by the Superintendent. Payment shall be made during the pay period following the recognition.

**Section L. Attendance Incentive**

For the 2019 – 2020 school year only, any teacher who uses 1 day, or less, of leave during the school year will receive a $500 incentive payment in their June paycheck. Professional development days, activity leave, and jury duty leave used during the school year are excluded from this calculation.
ARTICLE IV. HOURS AND AMOUNTS OF WORK

Section A. Number of Duty Days

For purposes of this agreement duty days shall mean those days when school is in session, and in addition, those days when school is not in session but teacher attendance is required for orientation, work days, inservice meetings, parent teacher conferences or other duty assignments.

The number of duty days required of teachers during the term of this agreement shall not exceed a total of 184.5 contract days, except for teachers who are new to the District, or who are on extended contracts.

(a) New Teachers: The number of duty days for a teacher who is new to the District shall not exceed 189.5 contract days. For purposes of this section a “teacher who is new to the District” is one who has signed a contract with the district for the first time or one who has not gone through the “new teacher orientation” process in the previous school year due to late employment or a teacher who is returning to the district after a lapse of employment in USD #457 of more than one year.

Those teachers who have not gone through the “new teacher orientation” process in the previous school year due to late employment or returning to the district after a lapse of employment in USD #457 of more than one year may have a portion of the excess days waived. The employee must submit a request in writing to the Deputy Superintendent for his approval.

(b) Extended Contracts: For purposes of this section, extended contracts are contracts whereby the teacher is employed for a number of duty days in excess of the number of normal duty days as established for the current school year by the Board of Education in their final calendar action. Payment for extra days shall be made on the basis of a daily or hourly rate to coincide with the calendar in force. Teachers on an extended day contract will receive their first salary payment in the same month in which their employment begins, if their employment begins before the first Friday in August.

(c) Certified personnel who are contracted for extended contracts are required to develop their working calendar and submit it for approval to their immediate supervisor.

By April 15 of the current contract year, teachers on extended day contracts and their immediate supervisor will evaluate the utilization of the extra days. Prior to the 15th day of May the immediate supervisor shall establish the number of extended contract days to be included in the teacher’s contract for the coming contract year. In the event the teacher is not in agreement with the determination of the immediate supervisor as to the number of extended days, the teacher may pursue the matter in the form of a grievance in accordance with the provisions of the Grievance Procedure.
The number of extra days may be adjusted at any time by mutual agreement between the teacher and the immediate supervisor with the approval of the Superintendent of Schools.

(d) Any days contracted on or before July 31 will be paid at the daily rate according to the salary schedule developed for that particular school year. Any date contracted on or after August 1, will be paid at the daily rate according to the salary schedule developed for that particular school year.

If it is an advantage to both the teacher and the District, separate contracts may be developed for the regular teacher’s contract and for the extended day or month contract. The months in which the salary payment for these additional days is to be made will be mutually developed between the teacher, the Payroll Office and the Personnel Office.

Section B. Adoption of School Calendar

The schedule and number of duty days for teachers shall be established by the school calendar as adopted by the Board of Education, not to exceed, however, a total of 184.5 contract days (189.5 contract days for new teachers).

A committee shall be established at the beginning of each school year for the purpose of making recommendations to the Board of Education concerning the school calendar for the subsequent school year.

The Deputy Superintendent shall serve as chairman of the committee and will be a non-voting member.

The committee shall consist of the following voting members:

- 3 Administrators – one from each level (elementary, intermediate/middle school and high school) to be appointed by the Deputy Superintendent
- 9 Certified staff – three from each level (elementary, intermediate/middle school and high school) to be appointed by the Association
- 3 Classified staff to be appointed by the Meet and Confer Group
- 6 Parents/Community Members who are site council members to be appointed jointly by the Deputy Superintendent and the Association

The committee shall also consist of the following nonvoting, advisory members:

- 1 Catholic school principal or their designee
- 1 USD #363 Superintendent or his designee
- 1 GCCC representative to be appointed by the GCCC President
- 2 Board members to be appointed by the Board President
Voting members shall serve staggered three year terms and may serve two terms but must take off at least one year between terms.

The committee shall make a recommendation for a school calendar within the guidelines of a minimum of 1116 hours and the hourly equivalent of no more than 10 teacher work and/or inservice days.

As a general rule, student contact days should be scheduled in full day increments.

One or more inservice day(s) may be flexibly scheduled. The calendars will include: (a) 2 full work days, one at the beginning of the school year, the day before students begin and the second on the first duty day of the second semester; additionally 2 days, either in \( \frac{1}{2} \) or full day increments; and (b) no more than 6 inservice days not to exceed 42 hours in any school year.

The 5 additional days for new teachers shall include at least one-half day with the new teacher’s mentor and at least one workday.

The teachers will be given an opportunity to provide input to the committee before the committee submits the proposal to the board of Education for adoption.

The Calendar Committee may propose a calendar for the succeeding school year(s) which allows for flexibility in the language of the Negotiated Agreement for the purpose of providing alternative calendar options for staff. An alternative calendar shall be defined as any calendar that does not meet the current language of the Negotiated Agreement.

The calendar could be proposed under the following guidelines:

1. A minimum of two calendars which comply with all Negotiated Agreement wording will be put before teachers for a vote.
2. If an alternative calendar is developed, it will be presented to teachers along side the calendar in #1 receiving the majority of votes. Any flexibility to wording in the Negotiated Agreement would be clearly explained with the alternative calendar.
3. If the alternative calendar receives the majority of votes in this second election, it will be recommended to the Board of Education for their approval. The Board of Education has the final approval for the calendar.
4. If adopted by the Board of Education, the alternative calendar would allow flexibility in language of the Negotiated Agreement in the areas specified and attached to the calendar developed by the Calendar Committee.
**Section C. Length of Duty Day**

For purposes of this agreement the teacher’s duty day shall be 7 hours and 30 minutes and will include:

a. 6 hours and 40 minutes of student contact time as designated by State Statute,
b. 30 minutes before the student contact day, and
c. 20 minutes at the end of the student contact day.

In addition, up to 15 minutes of rotational duty per day may be assigned in those buildings where needed to cover duties (excluding lunch duty) during the lunch/midday recess time. The starting and ending times for the school day shall be established by the Board of Education and may be modified from time to time to accommodate unusual circumstances.

During such periods before and after the school day teachers will be in their rooms and available for student and/or parent conferences unless otherwise assigned by the building principal. During the duty day, teachers shall devote their time exclusively to school duties. The teacher has the responsibility of helping maintain safety and of assisting with supervision of students when necessary.

Teachers will be compensated for mandatory meetings outside the teacher’s duty day that exceed 4 cumulative hours on a yearly basis. All compensation for time needs to be approved by the Building Administrator and the Deputy Superintendent.

**Section D. Breakfast/Lunch Duty Assignment**

Breakfast/lunch supervision duty is a supplemental assignment and is therefore voluntary on the part of the teacher. This duty is time actually spent supervising while the students eat breakfast/lunch. If a teacher volunteers for breakfast/lunch supervision duty, he/she will be paid at the hourly rate noted in ARTICLE III. SALARIES AND WAGES. If there are not enough volunteers, the principal will determine how breakfast/lunch supervision duty is covered by the classified staff.

Duties other than supervision of students eating breakfast/lunch is not voluntary and cannot be refused. These duties will be distributed equally. There will be two duty rotations: (1) breakfast/lunch supervision, and (2) all other duties. Teachers who refuse breakfast/lunch supervision will receive no more duties in the second rotation than those who do breakfast/lunch supervision. Noon duty assignments will not be given to teachers traveling from building to building at noon time nor to teachers who serve more than two buildings.
Section E. Staff Meetings

1. Staff meetings for building staff shall be scheduled and conducted by the building principal or their designee. Wednesdays shall be reserved as days to schedule staff meetings. Staff meetings should follow a planned agenda and should include a portion reserved for teacher discussion and/or questions. A maximum of two staff meetings per month can be scheduled. On average, staff meetings should be no more than one hour in length. No more than 17 hours of staff meetings shall be held during the year.

2. A staff meeting is defined as a meeting that all certified staff members are expected to attend to inform and have input about educational and administrative issues at the school and district level. Issues that can be discussed, but not limited to, include evaluation of student performance, budget issues, building plant issues, scheduling of duties, and reports of committees. Staff meetings are not to be used for release time or staff development points.

3. Emergency meetings shall be of short duration with only one agenda item. As much advanced notice as possible under the circumstances will be given.

Section F. Parent Contact

All teachers are encouraged to contact the parents of students, especially the parents of students who might fall into the following categories:

   1. Students whose parents do not come to parent-teacher conferences;

   2. Students who are exhibiting little or no progress in the classroom;

   3. Students who exhibit problems or difficulties which might be better solved through a teacher-parent-student conference.

Teachers should consult with their building principal for suggested procedures to be followed if a home visit is conducted. When home visits are conducted, employees are encouraged to take another school employee on the visit.

Section G. Emergency Closings

1. Building:
   When a particular individual attendance center is closed for any reason for all or any portion of a duty day, and the day will not be made up, the teacher may be subject to duty assignment as required by the Superintendent or his designee. If the day is to be made up, the teacher is not subject to assignment and is not required to report.
2. Weather:
   a. When school is dismissed for the entire day, the teacher is not subject to assignment and is not required to report.
   b. When school is dismissed early, the teacher may leave when most of the students have left the building. The Principal, however, may request an adequate number of staff to supervise students until the students are able to leave safely.
   c. When the start of school is delayed, the teacher should report to work as close to the regular duty time as possible. The Principal may request volunteers to come in early to help supervise students. Understanding that certain situations may cause the teacher to be delayed beyond his/her normal arrival time, the teacher will notify the building with an estimated arrival time if he/she will be late.

Section H. Planning Time

The building administration will work with staff to provide block(s) of time to effectively prepare for teaching assignments within the constraints of the building schedule.

For overload information, refer to the Supplemental Schedule Section of the Negotiated Agreement.

ELEMENTARY

Within the limits of the student’s classroom day, and excluding the teacher’s lunch period, the student’s library period, and the student’s group counseling period, each full-time elementary teacher will be provided, on the average, 225 minutes of individual planning time and 120 minutes of team planning time per five day week. For less than a five day week, the total minutes will be proportionately prorated. If students are not in school when the 45 minute planning time during art is scheduled, that time will not be made up at a later date. To facilitate scheduling, some teachers may receive 60 minutes of individual planning time per day rather than the 30 and 45 minute time periods. During the time so provided, the teacher will not be assigned other duties.

Any exceptions to the above will be denoted on the teacher’s contract.

INTERMEDIATE

Within the limits of the student’s classroom day, and excluding the teacher’s lunch period, each full-time intermediate teacher will be provided, on the average, at least 215 minutes of individual planning time and at least 215 minutes of team planning time per five day week. For less than a five day week, the total minutes will be proportionately prorated.

Any exceptions to the above will be denoted on the teacher’s contract.

Yearbook duties shall not be assigned to teachers during planning time.
MIDDLE SCHOOL

Within the limits of the student’s classroom day, and excluding the teacher’s lunch period, each full-time middle school teacher will be provided, on the average, at least 215 minutes individual planning time and at least 215 minutes of team planning time per five day week. For less than a five day week, the total minutes will be proportionately prorated.

Any exceptions to the above will be denoted on the teacher’s contract.

HIGH SCHOOL

Within the limits of the student’s classroom day, and excluding the teacher’s lunch period, each full-time high school teacher will be provided, on the average, at least 220 minutes of individual time and at least 55 minutes of team planning time per five day week. For less than a five day week, the total minutes will be proportionately prorated.

Any exceptions to the above will be denoted on the teacher’s contract.

Section I. Inservice/Work Days

Definitions of Inservice/Work Days

1. An inservice day is recognized as part of the teacher’s contracted work days but during which there are no classes conducted. It shall be used for purposes such as introduction to staff of new programs of instruction, presentation of guest speakers on current educational topics, or seminars/workshops in various disciplines of the curriculum.

2. A work day is also recognized as part of the teacher’s contracted work days but during which there are no classes conducted. A day shall include, but not be limited to, the following: preparation for the next nine weeks classes or a new semester; computation of grades; or planning lessons for a new grading period. The work day shall be used by the teacher to accomplish that work which is most pressing to him/her at that time. During this day, the teacher will be guaranteed seven hours and thirty minutes of uninterrupted working time. Usual work day hours will apply on these days.

3. Inservice/work days: When the day has been designated as both an inservice and work day for the above mentioned reasons, the teachers will be guaranteed at least three hours and forty-five minutes of uninterrupted working time.
Notification of Inservice

Teachers will be notified of inservice or work days as far ahead as possible. Teachers will be given at least a 5 school day written notice of an inservice activity; however, such provision may be waived in the event of urgent and compelling circumstances upon the joint decision of the Superintendent of Schools and the President of GCEA. This notification will include, where possible, a written agenda to include: time and place of meeting; schedule of events; proposed speakers, if any; and, when possible, background information on the program.

If proper notification for an inservice activity is not given, teacher attendance at the inservice activity will be on a voluntary or optional basis; provided, however, that if the teacher does not attend the inservice activity, such teacher shall report to his/her building for a workday.

It is understood and agreed that this agreement pertains only to District-wide inservice and work days and is not applicable to building staff or faculty meetings.

Section J. Parent/Teacher Conferences

Students shall be dismissed two days each semester for parent/teacher conferences, with the exception of Early Learning for Four-Year Olds (ELFs) who may be dismissed for 3 days each semester for parent/teacher conferences. These days shall be scheduled close to the end of the first grading period of each semester by the calendar committee. The teachers in each building will recommend times of conferences to the building site council and the site council will make the final determination. The following guidelines shall be followed:

1. The total duty of staff on these days will be 13 hours and 20 minutes.
2. Conferences must be scheduled on both designated conference days, but more than the two designated days may be used.
3. On the two designated conference days, a minimum of 2, but no more than 9 hours shall be scheduled.
4. At least one evening (after 5:00 p.m.) must be offered, but no conferences shall be scheduled past 8:00 p.m.
5. Up to three hours of conference time may be scheduled by the building outside the regular day any time prior to the scheduled conference week.
6. The 5 secondary buildings will stagger times to allow teachers to attend their own children’s conferences.
7. No extracurricular activities (athletics, music, drama, forensics, debate, etc.) shall be scheduled on Parent/Teacher Conference days without approval of the Superintendent.

All teachers shall be allowed to block out a maximum of one hour to attend their own children’s conferences when schedules will not allow for conferencing at another time.
This block of time must be scheduled in advance of the parent teacher conference day and must have prior approval of the building administrator. Parents must be notified of the time when the classroom teacher will be unavailable. The teacher will provide a sign-up sheet and will be required to make contact with any parents who have requested contact in the teacher’s absence.

With the exception of the above, all teachers shall be required to attend all conference times unless excused by the Superintendent. This section supersedes all other provisions for leaves and supplemental duties in this Agreement.

Itinerant teachers shall spend a proportionate amount of hours at each building that relates to their duties at each building and shall inform the principals of their schedule two weeks in advance of parent/teacher conferences.
ARTICLE V. LEAVES

Section A. Emergency Leave (Sick Leave [to include Maternity Leave], Bereavement and Staff Funerals)

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

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

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

Leave Provisions

All members of the certificated teacher staff are granted emergency leave on the following basis:

Number of Days for Current Year

All teachers on regular contracts will begin the school year with 10 days of emergency leave.

Teachers on extended month contract will begin the school year with 11 days of emergency leave, and teachers on extended two months contracts will begin the school year with 12 days of emergency leave.

Accumulation of Unused Days

Teachers new to the district may transfer up to 10 days of emergency leave from their
previous district in the year prior to the current contract year. If paid for unused emergency leave from the previous district, the teacher will not be allowed transfer of that unused leave. The emergency leave must be verified in writing by the district from which the leave is being transferred from. The teacher must notify the Payroll Department in writing by October 1 of the first contract year to transfer emergency leave from the previous district.

Unused emergency leave days may accumulate from year to year to a maximum of 100 days for teachers on regular contract, to a maximum of 105 days for a teacher on a one-month extended contract, and to a maximum of 110 days for a teacher on a two-month extended contract.

Definitions

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

Sick leave will cover an absence resulting from an illness or injury or disability of or to the employee, including pregnancy, termination of pregnancy and recovery therefrom, which prevents the employee from fulfilling his/her duties at school, including absence for attendance at clinics for medical or dental diagnosis or treatment resulting from such illness, at a physician’s or dentist’s direction; provided, that regular medical or dental treatment or examinations shall be used judiciously. The teacher shall return to work as soon as physically able as determined by his/her physician.

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

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

Sick leave will also cover the absence of the employee resulting from the serious and debilitating illness or injury of a member of the teacher’s immediate family or the immediate family of the teacher’s spouse, which requires the teacher’s presence. Immediate family as used herein means spouse, children (and the spouse of children), mother, father, brother, sister (and the spouse of the brother or sister), grandparents, grandchildren or other relatives whose residence is in the home of the employee. The Superintendent may approve of emergency leave for members other than those defined above.
(a) The employee may use all or any portion of his/her leave for personal illness or disability.
(b) Each employee shall be given a written accounting of his/her accumulated leave days by November 1st of each school year.
(c) Each employee shall notify his/her principal as soon as possible when gone because of illness.

(2) Emergency Leave/Bereavement (Chargeable)

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

Up to 5 emergency leave days may be granted to a teacher to attend the funeral of a member of the teacher's immediate family as defined above. The number of days to be granted shall be determined by the Superintendent of Schools or the designated representative, taking into consideration the circumstances involved.

Absences to attend funerals of persons not within the immediate family must be approved by the building principal.

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

(3) Emergency/Life Happens (Chargeable)

The Building Administrator may approve the use of 1 emergency leave day per year for extraordinary events, not otherwise defined, which necessitates the employee not being available for work.

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

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

The Board of Education recognizes that situations of an unusual nature arise during the school year for which the teacher chooses to be absent. While realizing that any absence of the regular teacher from the classroom has a detrimental effect on the progress of the students, the Board of Education also realizes that the teacher has little or no control over these matters and, therefore, establishes the following leave provisions to cover these situations.

All requests for personal leave shall be made as far in advance as possible in order to provide time for request approval and scheduling of a substitute teacher. The principal will be allowed to approve last minute requests due to emergency situations.

All teachers will receive 2 days of personal leave per year. A full-time teacher who does not use any emergency leave days during the current, full contracted year will be given the option at the end of the contracted year to convert one of the unused emergency leave days into a personal day.

Approval for the use of additional personal leave will be at the discretion of the Superintendent and will be granted only for situations of an unusual nature. One additional day, if approved and deemed by the Superintendent to be the result of extenuating circumstances, may be granted without a deduction in pay. Additional days, if granted, will cause a full deduction based upon the teacher’s daily rate of pay. Any additional use of personal leave, which is not of an unusual nature, may be cause for termination.

Personal days will continue to accrue from year to year. No more than 8 days may be accrued as of June 30.

All unused personal leave days in excess of 8 may be:

1. Forfeited in exchange for 100% of base substitute pay per day forfeited. Compensation will be included in the teacher’s September paycheck.
2. Converted to an equal number of emergency leave days.

The Business Office must be notified in writing on or before May 15. If the Business Office is not notified, the unused personal days will be converted to an equal number of emergency leave days.

If an employee wishes to sell any accrued days prior to accumulating 8 or more, they must notify the business office via email on or before May 15.

It is unnecessary for the teacher to state the reason for taking one or two consecutive personal leave days on the “Application for Leave” form. For more than two consecutive days a reason must be given and the building principal and the Superintendent of Schools
or his/her designee must approve the request. The Superintendent of Schools or his/her designee shall deny the request for the following four reasons:

1. If the personal leave is to be used on any of the duty days prior to the first day of school;
2. If the personal leave is to be used during the last week of school;
3. If the personal leave requests total a figure in excess of 5% of the certificated staff in a building on the same day (personal leave will be granted to those teachers whose applications first arrive at the Administrative Office);
4. If the total personal days requested for the year exceed 5.

However, the above conditions in items (1) through (3) shall be waived by the Superintendent in the following extenuating circumstances: High school/post-secondary graduation or wedding of the employee’s spouse, children, parents, brother or sister; event at the state level that the employee’s child is competing in. The above four conditions may be waived by the Superintendent in other extenuating circumstances. In the event the request is denied because of the aforementioned reasons, the teacher will be notified as far in advance as possible. It is the responsibility of the teacher to be available in case such notification is necessary.

All requests for personal leave shall be made as far in advance as possible in order to provide time for request approval and scheduling of a substitute teacher.

**Section C. Other Leave (Professional Leave, Non-Professional Meetings, Military Leave and Extended Leave)**

*Note:* Days will not be charged to accumulated emergency leave when teachers take leave under this Section.

1. **Professional Leaves and Absences**

   a. **Professional Growth**

   The Superintendent, through the building principal, may grant permission to teachers to attend professional meetings, or other activities for professional growth and improvement (to include taking of Master’s oral exams or comprehensives, and education workshops held in conjunction with the annual KNEA State Convention), and provide a substitute, but will not pay expenses. There will be no deduction from the teacher’s salary for the time missed while attending such a meeting.

   The Superintendent, or their designee, may grant a professional leave day for a teacher taking a teacher certification exam when there is a benefit to the district, with prior approval, and they pass the exam.
Exception: Expenses will be authorized by the Board of Education for teachers designated by the Superintendent to attend meetings which might be beneficial to the school.

b. **National Certification**

A teacher working on his/her National Board Certification shall be granted four (4) professional leave days to work on his/her portfolio. If the teacher fails to send in the portfolio by the deadline, any professional leave days taken will be converted to personal leave days taken, or if no personal leave is available, the teacher will have a deduction in salary equal to the daily rate of pay times the number of professional leave days taken.

2. **Non-Professional Meetings (Religious, Civic, or Fraternal)**

In case a teacher who is engaged in an official capacity in civic, fraternal or religious work is required to be absent from classroom duties for the purpose of attending nonprofessional meetings as a result of such position, such absence must be approved in advance by the Superintendent through the building principal. If the leave is approved, the cost of a substitute will be deducted for each day missed, whether or not the substitute is actually employed.

3. **Military Leave**

Leave for involuntary military service will be granted by the Superintendent to any regularly appointed teacher. Teachers should notify their principal and the Personnel Office immediately upon receipt of the proper military notice or orders. Teachers who belong to reserve units or a National Guard unit will be allowed to take time off from their regular duties. The Board of Education will allow for full salary payment less the cost of the substitute teacher for ten days or the duration of the leave, whichever is less. When the teacher has any choice as to the time of service, he/she will request a time that will be favorable to the needs of the school district.

All teachers will be given the benefit of any salary increments and sick leave allowances which would have been credited if they had remained with the district. The Superintendent or the Board of Education reserves the right to grant or withhold salary increments or to revoke or deny extensions of leave to employees who choose to remain in military service beyond the compulsory date or period.

4. **Extended Leave - Health Reasons**

Any teacher whose personal illness, physical incapability, or mental incapacity extends beyond accumulated sick leave may be granted leave of absence, without pay or benefits.

Said leave may be for a portion of, but will not extend past the end of the current contract year. Persons absent due to prolonged illness, physical incapability, or mental incapacity,
may be required to submit periodically to the Personnel Office a physician’s statement setting forth the nature of the illness or incapacity and the projected date or return.

Any employee granted leave under the provisions of this policy shall retain all tenure rights and status, but in all other respects the employee shall not be entitled to any other contract or policy rights, benefits, or privileges, unless otherwise specifically permitted by the appropriate policy. (See Article VI. Insurance Benefits - Extended Leave for provisions concerning insurance benefits.)

In the event of extended leave for health reasons, the employee will be granted a salary schedule increment only if the employee has worked at least 50% of their total contract days during the year the leave is granted (prior use of accumulated sick leave and other excused leaves shall not be counted in the 50% of contract days allowed for extended leave).

5. **Extended Leave - Infant Care or Adoption**

Any teacher may, prior to the birth of the child, or adoption of any infant child, under the age of 6 years, or within 20 contract days following the date of the birth or adoption, make application for an extended leave for the purpose of caring for said child. Such application should be made by scheduling a conference with the building principal as far in advance of the expected delivery or adoption date as possible.

During this conference the employee and the building principal will mutually establish a schedule or make the necessary decisions which the employee shall follow during the remaining portion of the school year. This shall include:

1. The approximate date on which the extended leave will begin;

2. Whether or not the employee wishes to return to his or her teaching duties during the current school year;

3. The approximate date on which the extended leave will end;

4. If the building principal and the employee cannot agree on dates, the case at this time will be presented to the Superintendent of Schools. The Superintendent of Schools will consider the recommendation of the employee and the recommendation of the building principal. The decision of the Superintendent of Schools shall be final, provided the decision complies with the Federal Family & Medical Leave Act.

5. In the event the requested leave is denied, the teacher may within 10 days of receipt of the Superintendent of School’s decision, submit a resignation in writing effective on the date of delivery or adoption, or in the event denial is after the date of the birth or adoption, such resignation shall become effective immediately.
An employee granted leave under the provisions of this policy shall not be entitled to any contract or policy rights or benefits (including the use of sick leave) during the period of the leave, except that insurance benefits may be continued as provided in Article VI. It is understood this does not cause the affected employee to forfeit accumulated leave credit, tenure rights and status, or placement on the salary schedule when the leave ends and the employee returns to contract duties, except that the employee shall not be entitled to a salary schedule increment unless the employee has worked at least 50% of his/her total contract days during the year the leave is granted (prior use of accumulated sick leave and other excused leaves shall not be counted in the 50% of contract days allowed for extended leave).

6. **Extended Leave - Professional Growth**

An employee may be granted a sabbatical leave of absence without pay not more frequently than once in 7 years for the purpose of professional growth. In order to be considered for sabbatical leave, a teacher must have taught in the school district for 5 consecutive years. No more than 2 sabbatical leaves will be granted each school year.

Applications for a sabbatical leave must be presented to the Superintendent of Schools by April 1 preceding the year for which the leave is requested. Such applications should completely detail plans for the year of professional growth. The Superintendent will refer the application to the Curriculum/Staff Development Committee and the building principal. If approved at this level, and if the Superintendent approves, the application will be presented with recommendation to the Board of Education of its consideration.

An employee granted leave under the provisions of this policy shall not be entitled to any contract or policy rights or benefits during the period of the leave unless otherwise specifically permitted by the appropriate policy; provided, it is understood this does not cause the affected employee to forfeit accumulated leave credit, fair dismissal rights and status, or placement on the salary schedule when the leave ends and the employee returns to contract duties, except that the employee shall not be entitled to a salary schedule increment for the period he/she is on leave under this policy.

**Section D. Illness and Disability Bank**

**Purpose:** An illness and disability bank shall be established to assist teachers who, as a result of catastrophic or extended illness or injury have exhausted the teacher’s accumulated emergency leave, by providing those teachers eligible with additional emergency leave days from the bank.

**The Bank:** At the beginning of each school year, the Board of Education will provide a total of 125 days to the bank to be used as set forth herein.

**Eligibility For participation:** In order to be eligible to participate in withdrawals from the bank, a teacher must meet all of the following criteria:
1. The teacher must have exhausted all of his/her accumulated emergency leave days. For participation in the bank, the employee must have used all emergency leave days and personal leave days.

2. The illness or injury suffered by the teacher or teacher’s spouse or child must be of such a nature that it prevents the teacher from fulfilling teaching duties for a period of at least 5 consecutive school days after all emergency leave days and personal leave days have been used. Exceptions may occur and will be given due consideration to the individual circumstance.

3. The teacher must submit an application for use of bank days to the district bank committee on forms provided by the committee and must submit all additional information as requested by the committee.

4. No consideration shall be given as to whether or not the 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.

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

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

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

Bank days credited may not exceed 20 days for any one application. In the event the teacher’s disability extends beyond the number of bank days credited the teacher may reapply for additional days; provided, however that no one applicant may receive more than 90 days during any school year.

The teacher receiving bank days shall be paid 75% of his or her daily rate of pay per day.

**District Bank Committee:** The district bank committee shall be comprised of the following:
Garden City Education Association President, one elementary teacher, one secondary teacher, Superintendent of Schools (or his designated representative), one elementary administrator and one secondary administrator.

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

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

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

To facilitate its deliberations, the committee may request and the applicant shall provide a licensed physician’s statement concerning the nature and expected duration of the illness or injury as well as personal financial information.

Application Of Agreement And Committee Decisions Not Grievable: It is agreed that any and all decisions relating to the use of bank days and the interpretation of this agreement shall not be the basis for any grievance and the decision of the bank committee shall be final.

**Unused Balance:** If all of the 125 days are not used in any one year, the amount equal to the unused days times 75% of the average daily rate will be carried over to the following year and added to the Board allocation of 125 days. No more than 125 days may be carried over from one year to the next. If more than 125 days are available at the end of the year, the amount equal to the unused days times 75% of the average daily rate will be transferred for TRC supplies for the following year.

If an employee has more than 70 days of unused emergency leave as of June 30 of the current year and has a contract for the coming year, he/she may forfeit up to 15 days of the unused emergency leave days to be donated to the Illness and Disability Bank in lieu of being paid for these days under Section E. If the number of days in the Illness and Disability Bank reach the maximum, the employee will be notified and given the option of selling the days, keeping them or (if applicable) forfeiting them.
Section E. Unused Emergency Leave

All teachers who have more than 70 days of unused emergency leave as of June 30 of the current year and who have a contract for the coming year, or who are retiring under KPERS, may elect to forfeit up to 15 days of the unused emergency leave days in excess of 70 in exchange for 100% of base substitute pay per day forfeited.

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

Section A: IRC Section 125 “Cafeteria” Fringe Benefit Plan

The Board of Education agrees to establish an IRC Section 125 “Cafeteria” Fringe Benefit Plan for the professional employees of the district. The options to be included in the Plan are (1) health/dental insurance (hospitalization); (2) group term life insurance not to exceed $50,000; (3) cancer/dread disease insurance; (4) heart/stroke insurance (5) vision insurance (6) medical expense reimbursement*; and (7) dependent care expense reimbursement*. Further, an eligible employee may at his/her discretion, forego any reduction in compensation for the purchase of nontaxable benefits and take the total compensation as salary-cash.

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

The Board’s contribution to the fringe benefit program will be less any service charges assessed by the administering agencies of the program. A full and complete copy of the IRC Section 125 Plan will be available for perusal in the Business Office of the District.

*These items will be included in the pool only so long as an outside agency processes the applications at no cost to the school district.

Section B: Employer Partially Paid Fringe Benefit

The Board shall provide each full-time employee the sum of not less than $710 per month to be used toward the purchase of health/dental (hospitalization) insurance through the District’s group health insurance plan. Part-time employees will receive a percentage in ratio to their full-time equivalency of employment. If an employee has insurance through a spouse’s employment, and requests dental insurance only, the Board shall provide the cost of coverage up to $710.

Section C: Extended Leave

During any extended leave, as elsewhere in these policies provided, and so long as an employee is in good standing in respect to compliance with policy provisions, the employee shall remain a member of the insurance benefit group. For the first twelve weeks of extended leave, the District will continue to pay the employer partially paid fringe benefit.

Section D: 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 Financial Officer (chairman), Payroll Coordinator, one administrator, five certified staff to be appointed by the GCEA president, and five classified staff. The committee shall report back to the Negotiation Teams on or before May 1 of each year.
Section E: Employer Provided 403(b) Plan

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

2. For each monthly contribution that a teacher makes into his/her Employee Paid Account, USD #457 will contribute a dollar for dollar matching amount up to $100 into the Employer Paid Account. Any teacher who is eligible for KPERS benefits and makes the necessary contribution into his/her Employee Paid Account is eligible for the matching amount into the Employer Paid Account. Substitute employees are not eligible for this benefit. Any teacher who has previously retired from KPERS but works the number of hours to otherwise be a KPERS eligible employee is also eligible if he/she makes the necessary contribution into his/her Employee Paid Account.

3. The plan year for the Employer Paid Account will be from September 1 through August 31. Any increases or additions to each teacher’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 a teacher discontinues or reduces his/her Employee Paid Account to less than $100 per month, the Employer Paid Account will be reduced accordingly.

4. Upon beginning his/her 6th total year as a teacher employed by USD #457, each teacher 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.

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A teacher 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 teaching position with USD #457 at a future date.

5. A teacher 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. A teacher who chooses to make contributions into his/her Employee Paid Account will be fully vested in his account immediately. Teachers may add or increase an Employee Paid Account on September 1 or January 1, but may discontinue an Employee Paid Account at any time.

6. The USD #457 Retirement Plan Oversight Committee, made up of representatives from the BOE, administration, GCEA and classified staff, will select and maintain a group of investment options, including Conservative, Moderate and Aggressive investment tracks. Teachers must select from these options for all investments into their Retirement Plan Portfolio. Separate investment options may be made for a teacher’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 amount(s) allowed by State and Federal laws and regulations.

7. A teacher may access the vested portion of his/her Employer Paid Account upon termination of his/her 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. Qualified Rollover options may allow a terminated teacher to defer taxation until a later date.

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

The District will allocate up to $50,000 each year to provide a Masters Degree Tuition Reimbursement program for teachers employed with USD #457.

1. All teachers who have not previously obtained a masters degree are eligible.

2. The teacher must sign an agreement to complete his/her masters degree within five years after starting the degree.

3. All courses need to be approved beforehand by the Deputy Superintendent.

4. USD #457 will reimburse up to a total of $5,000 for tuition expenses of approved courses for which the teacher has received a minimum grade of a C. Reimbursement to the teacher will be made at the completion of each course and upon receipt of a transcript and proper evidence of payment for the course.

5. In consideration of USD #457 paying tuition fees, the teacher must agree to be employed by USD #457 for a minimum of 5 years after completion of his/her masters degree. If the teacher terminates employment with USD #457 prior to the end of the 5 year period, he/she must agree to pay USD #457 for 1/5 of the total tuition reimbursement for each year of the 5 year commitment not fulfilled.

Section G: National Board Certification Reimbursement

The District will provide reimbursement for 2 of the 4 modules required for certification. In consideration of USD #457 paying the fees for these modules, the teacher must sign an agreement to be employed by USD #457 for a minimum of 3 years after completion of reimbursed module(s). If the teacher terminates employment with USD #457 prior to the end of the 3-year period, he/she must agree to pay USD #457 for 1/3 of the total reimbursement for each year of the 3-year commitment not fulfilled.

ARTICLE VII. JURY DUTY

Employees of the school district shall be excused for jury duty or in response to duly issued subpoenas with no jeopardy to their employment. Substitutes, when necessary, will be obtained in the usual manner and will be paid by the district. The teacher will receive his regular daily salary and shall surrender to the district Business Office any and all compensation for jury duty or in response to subpoena as is normally established by the Court, except for mileage.
ARTICLE VIII. GRIEVANCE PROCEDURE

PURPOSE: The purpose of this agreement is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise, affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Section A. Definitions

A “grievance” is defined as an alleged violation, misinterpretation, or misapplication by the School District of a negotiated item, a State regulation having the effect of law, a written contract or written Board policy as contained in the official Board policy manual.

An “aggrieved person” or “grievant” shall mean the person or persons filing a grievance. Two or more individual grievances may be consolidated for purposes of this procedure if the individual grievants are similarly affected by a grievance and the requested relief being sought by each is the same. Such grievances may be consolidated by agreement of the Association and the building principal if the individual grievances arise in the same building, or by agreement of the Association and the Superintendent if the individual grievances arise in different buildings. If the grievances are consolidated, all individual grievants must sign the consolidated “Statement of Grievance” form and will be bound by the final decision.

The term “Association” shall mean the Garden City Education Association affiliated with Kansas-NEA. The grievant may be accompanied at all stages of the grievance procedure, at his/her option, by a representative of the Association.

The “Grievance Committee” shall be composed of 7 teachers of USD #457 appointed annually by the President of the Association. The names of the committee members shall be submitted to the Superintendent of Schools at the beginning of each school year. One member of the committee shall be designated as chairman.

The term “parties in this agreement” refers to the grievant (who is defined as a teacher in USD #457) and the Board (which is defined as the Board of Education of USD #457, Finney County, Garden City, Kansas).

An individual employee may present his/her grievance to the Board or its designated representative and have the grievance adjusted without the intervention of the Association or its representatives, as long as the adjustment is not inconsistent with the terms of this agreement.
Section B. Appearance and Representation

A. Hearings held under this procedure will be scheduled by the hearing officers or President of the Board and shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to attend. Such hearing shall be conducted during non-school hours, unless there is mutual agreement for other arrangements. In the event the hearing is held during the school day, the grievant, his/her representative and any witnesses who will testify at the hearing shall be released without loss of pay for the purpose of appearing at such hearing.

B. The Board and the Association are separately responsible for the payment of their own costs involved in any grievance meeting or hearing, and in the event of arbitration, the costs and expenses, if any, of the arbiter will be paid one-half by each.

Section C. Time Limits

A. Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.

B. If, however, no extension of time has been mutually agreed to, and the maximum time in any given step of the procedure has expired and no action has been taken by the administrative employee as provided by this procedure, then, in that event, the teacher filing the grievance may consider the decision to be adverse to his/her position and may proceed to the next step as provided in this grievance procedure. If the teacher filing the grievance fails to proceed to the next step of the procedure as provided herein within the maximum time allowed, the grievance shall be deemed to be resolved and the procedure set forth herein to be waived.

Section D. Teacher’s Legal Rights

A. Nothing contained herein shall deny to any teacher his/her rights under State or Federal constitutions and laws.

B. No instructor shall be subject to reprisal or discrimination by reason of his/her participation in the grievance procedure.

C. Nothing contained herein shall prevent the grievant or the Board of Education from exercising the right to have a judicial determination as to any question or questions of law involved in a grievance; provided, however, that the above grievance procedure must be completed and a decision rendered by the Board of Education before either party may seek judicial determination.
Grievances will be presented in the following steps:

**Section E. Procedure**

There are 4 levels to the grievance procedure. All correspondence shall be delivered with the Certification of Service (Appendix D).

**LEVEL ONE:**

A. Within 15 business days of the time a grievance arises, the employee will present the grievance in writing to the principal at the building site where the grievance occurred. The following format shall be used for filing Level One of grievance:

1. Teacher’s name, building, and assignment
2. Date of action giving rise to grievance
3. Statement of Facts – a very specific description of event(s) giving rise to grievance
4. Statement of Grievance – specific reference to provisions of the Negotiated Agreement, state regulation, contract or board policy being grieved
5. Relief Sought – What action(s) will bring relief to the grievant
6. Signature of Grievant(s)
7. Level 1 Certificate of Service (Appendix D)
8. Copies to be sent to the Superintendent of Schools and the Chairman of the Grievance Committee

B. Within 10 business days after receipt of the grievance, the principal shall give his/her answer in writing to the grievant. The following format shall be used for the Principal’s Response to Statement of Grievance (must be completed and delivered within 10 business days of receipt of grievance):

1. Principal’s name, building and date
2. Principal’s response to Statement of Grievance
3. Signature of Principal
4. Level I Principal’s Response Certificate of Service (Appendix D)
5. Copies to be sent to the Superintendent of Schools and the Chairman of the Grievance Committee
LEVEL TWO

If the grievant is not satisfied with the written decision of the principal at the conclusion of Level One, the grievant shall have a period of 10 business days following receipt of the Principal’s Response within which to file an Appeal to the Grievance Committee or said grievance shall be rendered invalid if no further response is filed.

**If the grievance is a result of action by the Superintendent, go to Level Three procedure, than to Level Two.**

A. Level Two – Appeal to Grievance Committee

The following format for Appeal to Grievance Committee shall be followed (must be filed within 10 business days of receipt of Principal’s Response):

1. Grievant states name, building, assignment
2. Grievant appeals to Grievance Committee to determine if grievance is valid;
3. Grievant included photocopy of Statement of Grievance and Principal’s Response
4. Level II Certificate of Service
5. Copies to be sent to the Superintendent of Schools and the Principal.

B. Level Two – Determination by Grievance Committee

Within 10 business days following receipt of the Appeal to Grievance Committee, the Grievance Committee shall meet and consider the Statement of Grievance and the Principal’s Response. The Grievance Committee shall render a decision by majority vote of committee members present as follows:

1. That the grievance is valid, or
2. That the grievance is not valid

Both grievant and principal and/or their representative(s) shall be given the opportunity to be present to answer questions or elaborate for the Grievance Committee prior to the rendering of a decision.
Grievance Hearing Procedures:

- 5 minute opening statement by grievant
- 5 minute opening statement by administration
- Presentation by grievant with questions by grievance committee/administration
- Presentation by administration with questions by grievance committee/grievant
- 5 minute closing statement by grievant (no new material in closing)
- 5 minute closing statement by administration (no new material in closing)

Grievance Committee deliberations shall give considerations to:

1. Whether proper procedure has been followed by the grievant;
2. Whether the Statement of Grievance is sufficient;
3. Whether the item is the proper subject of a grievance as defined herein;
4. Whether the circumstances justified the filing of the grievance; and,
5. Whether the relief sought by the grievant is reasonable and justified.

If a majority vote by the Grievance Committee determining the grievance is valid is not reached within 10 business days following the request for a determination, the grievance shall be deemed invalid and resolved in accordance at Level One.

If a majority vote by the Grievance Committee determines grievance is valid, the Chairman of Grievance Committee shall notify the grievant in writing within 10 business days following determination of disposition as follows:

1. Name of Grievant, building, assignment;
2. Article and section of the Negotiated Agreement being grieved;
3. Date of disposition of Appeal to Grievance Committee (must be within 10 school days of receipt of Appeal);
4. Disposition of determination of Grievance Committee (whether findings indicate a valid or invalid grievance);
5. Reasons for Grievance Committee’s disposition;
6. Signature of Chairman of Grievance Committee;
7. Level II Grievance Committee’s Determination Certificate of Service
8. Copies to be sent to the Superintendent of Schools and the Principal.
LEVEL THREE

A. Within 10 business days after receipt of the decision of the Grievance Committee that the grievance is valid, the grievant may pursue the grievance further by filing an Appeal to the Superintendent of Schools of the decision at Level One as follows:

1. Send photocopies of all documents involved in grievance to this point to the Superintendent;
2. Request the Superintendent, or his designated representative, to make a determination on the findings at Level One;
3. Level III Certificate of Service (Appendix D)
4. Copies to be sent to the Principal and the Chairman of the Grievance Committee.

B. In the event the grievance arises as a result of action of the Superintendent of Schools or should individual grievances from different buildings be consolidated by agreement, the same procedures listed for Level One and Level Two shall apply except that the Superintendent will be substituted for the building principal. If the Grievance Committee determines that the grievance against the Superintendent or a consolidated grievance is a valid grievance, the Chairman shall so notify the grievant in writing, with a copy to the Superintendent of Schools, and the grievant may pursue the grievance by filing a written appeal of the decision at Level Four within 10 business days of receipt of the notice of the decision of the Grievance Committee.

C. The Superintendent or his designated representative, shall deliver to the grievant a written answer within 10 business days after receipt of the grievant's Appeal to Superintendent as follows:

1. Grievant’s name, building, and assignment;
2. Superintendent’s answer to grievant’s Appeal to the Superintendent
3. Level III Superintendent’s Determination Certificate of Service (Appendix D)
4. Copies to be sent to the Principal and the Chairman of the Grievance Committee

LEVEL FOUR

A. If the grievant is not satisfied with disposition at Level Three, the grievant may proceed by filing an Appeal to the President of the Board of Education within 10 business days following receipt of the Answer of Appeal to the Superintendent of Schools as follows:
1. Include copies of Statement of Grievance, Principal Response, Determination of Grievance Committee, Appeal to the Superintendent of Schools, and Answer of Appeal to the Superintendent;
2. Level IV Certificate of Service (Appendix D)
3. Copies to be sent to the Superintendent of Schools, Principal and Chairman of the Grievance Committee.

B. Following the receipt of the Appeal to the President, the Board of Education may:

1. Designate members of the Board as hearing officers to hear the appeal, in which case the hearing will be conducted no later than 20 days after receipt of the appeal, and the findings and recommendations of the hearing officers shall be presented to the Board at the next regular or special meeting following the hearing; or
2. Determine that the appeal be heard by the entire Board, in which case the hearing will be held within 20 days after receipt of the appeal; or
3. Determine that the appeal be referred to arbitration, in which case arrangements will be made through the Federal Mediation and Conciliation Service for an arbiter. The arbiter will hear the appeal as soon as possible and will render final decision which will be binding on the grievant and the Board.

Unless the appeal is submitted to arbitration, the decision of the Board will be final. The final decision of the Board will be rendered in writing within 10 days after presentation of the hearing officers’ report in B1 above, or within 10 days after hearing the appeal in B2 above as follows:

1. Name of Grievant, building, assignment;
2. Date of Hearing (must be within 20 days);
3. Date of Board Decision (must be reached at the next scheduled Board meeting following the hearing);
4. Reasons for Decision by Board of Education;
5. Signature of President of Board of Education
6. Level IV Board of Education’s Decision Certificate of Service
7. Copies to be sent to the Superintendent of Schools, Principal and Chairman of the Grievance Committee

C. At the hearing, the grievant may not present any material or allegations not presented in the original Statement of Grievance. Neither the grievant nor the administration may present any material, documentation, exhibits, reports or witnesses not presented at the Level II hearing.
ARTICLE IX. RESIGNATIONS

Any teacher who is under contract with the district will 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 interest of the district. The teacher requesting the release shall make application therefore in writing to the Superintendent of Schools stating the specific reasons for the requested release. Each such 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, disruption to the educational process caused by the resignation, and any diminution in the quality of education provided to students. The Board of Education shall not be required to release a teacher from a contract.

The Board of Education may assess liquidated damages for a resignation after two weeks following the third Friday in May, or a failure to complete the full term of a contract, according to the following schedule:

- The day after two weeks following the third Friday in May - $2,500
- July 1 through the end of end of the school year - $4,000

The fee for a teacher who works less than full time would be adjusted accordingly. 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 a teacher additional compensation, the Board of Education may withhold the liquidated damages from the teacher’s final paycheck. This provision shall be construed to be written consent from a teacher, in compliance with K.S.A. 44-319.

In addition to the above liquidated damages, if a teacher has a resignation date after the first contracted date, but before the last contracted date, his/her leave days will be prorated based on the number of contract days through the resignation date.

The Board of Education agrees that no further action will be taken after payment of liquidated damages or waiver of assessment of liquidated damages. If the Board of Education determines a resignation should be accepted and a teacher released from a contract, the teacher shall not be released from the contract, and a resignation will not be deemed accepted by the Board of Education, until a suitable replacement for the teacher has been employed by the district and all liquidated damages have been paid, if assessed by the Board of Education. A teacher 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 teacher. All liquidated damages shall be paid within fifteen days of notice of the decision of the Board of Education to assess liquidated damages and thereafter, release a teacher from a contract, subject to a suitable replacement being employed by the Board of Education.

A teacher currently under contract shall be determined to be under contract for the next teaching year unless a resignation is submitted on or before two weeks following the third Friday in May of the current contract year. New teachers coming into the district shall be determined to be under contract when a Letter of Intent to Employee has been signed by the teacher and approved by the Board of Education.

At the same time the teacher requests a release from his or her contract, he/she may request that the liquidated damages be waived by making an application in writing to the Superintendent of Schools stating the specific reasons for the requested waiver. Each such request will be judged on its own merits, and a hearing will be held before a panel of two teachers appointed by the Association and two administrators appointed by the Superintendent. The hearing will be held within five working days after being received by the Superintendent of Schools. The teacher shall be notified of the date, time and place of the hearing and shall have the opportunity to address the Panel. The 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 Panel. In the event of an adverse decision to the teacher by the Panel or Board of Education, the teacher may request to meet with the Board of Education in executive session at the next regularly scheduled meeting.

Any teacher who is not released from his/her contract by Board action shall fulfill the terms of such contract and any action by the teacher resulting in a failure to fulfill the terms of the contract shall amount to a breach of contract and will subject the teacher to any and all legal remedies available to the Board of Education. In the event of a breach of contract by the teacher, appropriate notation of the same will be placed in the teacher’s personnel file. The Kansas State Board of Education shall be notified of a teacher who fails to fulfill the terms of a contract, pursuant to K.S.A. 72-5412.
ARTICLE X. NONRENEWAL OF CONTRACTS

Section A. Reduction of Teaching Personnel

Purpose: As a result of authority granted to the Board of Education by Kansas Statutes, the Board has the right and the responsibility of determining composition of the professional staff necessary to implement and maintain education programs of Unified School District 457. From time to time, as the result of decreasing enrollment, limited financial resources, changes in educational programs, or other circumstances, it may be necessary to reduce the number of professional employees employed by the district. A decision to reduce professional staff will, in all cases, remain within the sole discretion and judgment of the Board of Education. The Board of Education may retain any professional employee who it deems necessary to staff the programs of the District. It is the policy of this school system to use normal attrition of staff, i.e., resignations, retirement, leaves of absence, as the first means of achieving a reduction in professional staff. However, in certain cases, normal attrition may not be sufficient to achieve the necessary reduction of professional staff. In the event that further reduction of professional staff is necessary, it shall be accomplished as provided in this agreement.

Procedure: The administrative staff, in conjunction with the Board of Education, shall determine the number of teaching positions to be reduced and the impact area from which such reductions will be made.

If further reduction of staff is necessary in the sole judgment and discretion of the Board of Education, all remaining teachers shall be grouped into the following impact areas:

- 3-4 year olds
- K-1 regular classroom
- 2-4 regular classroom
- 5-6 regular classroom
- By specialty area on the elementary and intermediate level
- By subject area on the middle school level
- By subject area on the senior high level

The point system will then be applied to all teachers within the affected impact area and the person(s) with the lowest total score will be laid off.

POINT SYSTEM

Length of Service (25 points maximum)

- 1 point for each year of service in Garden City
- ½ point for each year of service outside of Garden City
Professional Development and Degree(s) Earned (25 points maximum)

1 point for each 3 hours of approved credit beyond a Bachelor’s Degree
1 point for each 60 points of Staff Development Council credit not previously included as college hour credit
10 points for a Masters Degree
5 points for an ED.S, ED.D or PH.D

Areas of Certification (25 points maximum)

5 points for each impact area or subject in which the teacher holds full certification
3 points for each area of provisional certification

Evaluation (15 points maximum)

Up to 15 points may be assigned by the immediate supervisor, based on the most recent three years of evaluations.

School service will be considered in the case of a tie. Paid supplemental assignments within the last 3 years will be considered as school service.

A teacher whose position is being eliminated through a reduction in force will be given first opportunity to fill another vacancy in the district for which he/she is certified. No teacher will be permitted to displace someone else with fewer points in another impact area.

Teachers whose positions have been terminated due to a reduction in force shall be entitled to not more than 3 days of leave with pay for the purpose of seeking alternative employment. These days are in addition to days granted elsewhere in the Agreement.

Recall - Any qualifying teacher laid off shall retain the right to recall to the first available position(s) within the teacher’s impact area for which he/she is qualified, prior to the employment of outside candidates. Recall rights shall terminate at the end of 12 months after the teacher goes off the payroll. Recall shall be by registered letter to the teacher’s last known mailing address. The teacher shall respond to such notice by registered mail within 10 days of receipt. It shall be the employee’s responsibility to notify the Superintendent’s Office by registered mail of his/her current mailing address. Failure to respond in a timely fashion shall be considered forfeiture of the offer.

A staff member, upon recall, will have all the sick leave accrued prior to lay-off reinstated and will be given credit for all previous years of service when placed on the salary schedule.
ARTICLE XI. PROFESSIONAL EMPLOYEE APPRAISAL PROCEDURES

Evaluation Training

The successful implementation of the evaluation process is the goal of both teachers and administrators. In an effort to make the process successful, training for both teachers and administrators will be provided.

New teachers will receive a minimum of three to five hours of training during the first three weeks of school. The training may include observation of master teachers within the first semester.

New administrators will receive five to seven hours of training before the end of the first nine weeks. A mentor will be assigned to assist the new administrator in implementation of the process.

Ongoing training for existing teachers and administrators will be provided as needed.

Training may include but not be limited to:

1. Collaborative goal writing
2. Developing feedback that is pertinent to employee improvement
3. Observation techniques
4. Effective instructional strategies
5. Effective use of the formative and summative forms
6. Procedures for attaching comments

Garden City Public Schools Teacher Criteria will be discussed at the training.

Evaluation Procedure

The evaluation and due process procedures in Garden City Public Schools will be in accordance with the Kansas Statutes.

Every teacher will establish individual development goals in collaboration with their supervisor. Goals will be established or revised in late spring or early fall.

Every teacher in the first two consecutive school years of employment shall receive at least two formative evaluations (Appendix H) and one summative evaluation (Appendix I) per semester by not later than the 60th school day of the semester. One formative evaluation per semester will be based on one classroom observation of 30 minutes or more. During the third and fourth year of employment every teacher shall receive a minimum of one formative (Appendix H) and one summative evaluation (Appendix I) per school year by not later than February 15. After the fourth year every teacher shall receive a minimum of one formative (Appendix H) and one summative evaluation (Appendix I) once in a three year cycle no later than February 15th. The formative
evaluation will be based on one classroom observation of 30 minutes or more. The data collected and collated for the summative evaluation will be gathered by the supervisor.

The data will not include any solicited information or written documentation that the teacher has not seen and signed. The supervisor will hold a conference with the teacher after each formative evaluation within 5 working days unless there are extenuating circumstances. In addition, a conference will be held between the supervisor and the teacher to discuss the summative evaluation. Evaluation conferences will be used to discuss the three criteria of the evaluation process: employee responsibilities, professional performance and individual development. Opportunity for teacher input will be provided as a part of each such evaluation. Every teacher will also be given the opportunity (optional) to provide the supervisor with a portfolio illustrating information not found elsewhere in the evaluation process. If the teacher chooses to present the portfolio, some of the information could be included in the summative evaluation, but the portfolio itself will be kept and maintained by the teacher.

Teachers who are observed by non-administrative personnel have the right to see any documentation regarding the observation. Any written documentation accumulated during the observation must be reviewed by the teacher observed and signed or destroyed, if they do not approve. Such documentation will become part of the evaluation process of the observing teacher only if signed by all parties.

The building working file will be purged of all documentation older than three years unless the teacher requests in writing that material be left or the supervisor justifies in writing why materials should be retained. No materials will be retained or placed in the building working file without a supervisor and employee signature. E-mail messages sharing information require the teacher to send a return message to verify receipt.

All evaluations will be signed by the teacher as a form of acknowledgement of receipt of a copy of the evaluation as well as to indicate an understanding that a response may be made within two weeks.

The scheduled formative evaluations need not be announced except in the case of a first-year, beginning teacher. In this case, the building principal shall give the teacher the choice of deciding whether the evaluations will be announced or unannounced.

**Itinerant teachers** will be evaluated by their home base principal with written input from the non-home based principal or principals.

**Teachers** who are determined to be deficient in one or more performance areas will be advised of those deficiencies by their immediate supervisor. After a joint conference, improvement goals may be established by the supervisor and/or the supervisor and teacher jointly in a Form 57. Improvement in the areas of deficiency or lack of improvement will be documented by the immediate supervisor through observation or evaluation. Failure to demonstrate improvement in the performance areas of deficiency
may result in the establishment of a formal Plan of Assistance (Appendix G), or a recommendation for non-renewal or termination

Walk-throughs will not be part of the formal evaluation process.

**Plan of Assistance Procedure**

Plan of Assistance procedure will be implemented through the following steps:

1. The supervisor will develop a documented list of deficiencies based on observations and evaluation as shared with the teacher as they occur.
2. A conference will be held with the teacher and/or the teacher and a representative of their choice to review the deficiencies. (This conference should be held at a time when the teacher does not have to return to the classroom)
3. The supervisor and/or the supervisor and teacher will develop the program of improvement to be followed. The program should be as specific as possible.
4. The supervisor will determine the amount and type of assistant to be offered.
5. The supervisor will develop a specific monitoring system.
6. Dates for completion of the plan will be determined by the supervisor.
7. A conference with both the employee and supervisor shall be conducted to review the Plan of Assistance for determining improvement or non-improvement by the employee. The Plan of Assistance shall:
   a. Be discontinued upon evidence of sufficient improvement; or
   b. Be modified depending upon the degree of improvement; or
   c. Be discontinued because of insufficient improvement.
8. It is the responsibility of the employee to demonstrate improvement to the level of District expectations in the performance areas of deficiency.

Although the purpose of evaluations and the Plan of Assistance is to improve instruction, failure to improve performance in areas of deficiency to a level that meets District expectations may result in a recommendation for non-renewal or termination.

**Non-Renewal:** Non-renewal of a contract means that a teacher is allowed to complete the current contract but is offered no contract for the following year.

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

**Termination:** Termination refers to the severing of the contractual relationship during the term of the contract. Reasons for termination may include but are not limited to: violation of board policy, rule or regulation; commission of an offense involving moral turpitude; commission of a felony, and other just cause.
**Termination of Teachers:** All administrative recommendations for termination of teachers given to the board shall be accompanied by a detailed documentation justifying any such recommendation. The rights of the parties in any termination shall be governed by the terms and conditions of the contract, and Kansas statutory law.

**Fair Dismissal**

Whenever a teacher who has taught five or more continuous years in the district is given written notice of a Board's intention to not renew the teacher's contract, the teacher may request a meeting with the Board by filing a written request with the clerk of the Board within 10 days from the date of receipt of the written statement of nonrenewal of a contract.

The Board shall hold such meeting within 21 days. The meeting provided for under this section shall be held in executive session and, at such meeting, the Board shall specify the reason or reasons for the Board's intention to not renew the teacher's contract. The teacher shall be afforded an opportunity to respond to the Board. Neither party shall have the right to have legal counsel present. Within 10 days after the meeting, the Board shall reconsider its reason or reasons for nonrenewal and shall make a final decision as to the matter.

**Other**

As a part of the orientation program for teachers new to the district, a presentation will be given on the purpose and the mechanics of the evaluation system.

Evaluation documents and responses thereto shall be available only to the evaluated employee, the Board, the administrative staff making the same, the State Board of Education (as provided in K.S.A. 72-7515) the board and the administrative staff of any school to which such employee applies for employment, and other persons specified by the employee in writing to the Board.

Evaluation documents and responses thereto shall be maintained in the personnel file of the teacher for a period of not less than three years from the date the evaluation is made.

The employee’s personnel file shall be open to inspection by the employee during regular business hours; and, at the request of the employee, a representative of the employee may accompany the employee for such an examination. The employee shall have the right to respond to all material contained in said file. Such response shall become part of the file. Credentials and related papers from the teacher placement bureaus which by their own regulations are labeled “confidential” shall not be subject to review by the teacher, and shall be destroyed after completion of the teacher’s statutory probationary period. No other materials regarding the teacher’s conduct, service, character, or personality shall be placed in the teacher’s file unless the teacher has had an opportunity to review and sign the materials. The teacher shall, upon request, be given a copy of any item placed in the teacher’s personnel file. The teacher shall have the right to reproduce any of the contents of this file. Pursuant to K.S.A 1973 Supp. 72-9001 et seq., the Board shall adopt teacher evaluation procedures. Such policies shall not conflict with the terms of this agreement.
A committee will be appointed by the negotiations teams to review and recommend changes in the evaluation process and documents every three years. Any changes to the evaluation process or documents recommended by the Committee will be presented to the negotiations teams for approval.
ARTICLE XII. ASSIGNMENT AND TRANSFER

Section A. Teaching Assignments

Teaching assignments for the ensuing school year will be made each spring by the administration. These assignments will be shown as tentative assignments on the contract and will include the following:

1. **SUBJECT**

<table>
<thead>
<tr>
<th>Subject</th>
<th>Counselor</th>
<th>Music</th>
<th>Art</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vocational</td>
<td>Librarian</td>
<td>Business</td>
<td>ELA</td>
</tr>
<tr>
<td>Science</td>
<td>Vocational</td>
<td>Social Science</td>
<td>Driver Education</td>
</tr>
<tr>
<td>Industrial Arts</td>
<td>Science</td>
<td>Physical Education</td>
<td>Foreign Language</td>
</tr>
<tr>
<td>ESL</td>
<td>Industrial Arts</td>
<td>Mathematics</td>
<td>Elementary Education</td>
</tr>
</tbody>
</table>
| (Or other assignments not listed above which cover special areas.)

2. **GRADE** (May include a combination of these)

<table>
<thead>
<tr>
<th>Grade</th>
<th>Elementary</th>
<th>Intermediate</th>
<th>Middle School</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. ECH</td>
<td>a. Fifth</td>
<td>a. Seventh</td>
<td></td>
</tr>
<tr>
<td>b. Four Year Old At Risk</td>
<td>b. Sixth</td>
<td>b. Eighth</td>
<td></td>
</tr>
<tr>
<td>c. Kindergarten</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. First</td>
<td></td>
<td>Senior High</td>
<td></td>
</tr>
<tr>
<td>e. Second</td>
<td></td>
<td>a. Freshman</td>
<td></td>
</tr>
<tr>
<td>f. Third</td>
<td></td>
<td>b. Arts &amp; Communications</td>
<td></td>
</tr>
<tr>
<td>g. Fourth</td>
<td></td>
<td>c. Trade &amp; Health Sciences</td>
<td></td>
</tr>
<tr>
<td>h. Fifth</td>
<td></td>
<td>d. Public Service</td>
<td></td>
</tr>
<tr>
<td>i. Sixth</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. **SCHOOL**

<table>
<thead>
<tr>
<th>School</th>
<th>Alta Brown</th>
<th>Gertrude Walker</th>
<th>Horace J. Good</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Abe Hubert</td>
<td>Jennie Barker</td>
<td>Kenneth Henderson</td>
</tr>
<tr>
<td></td>
<td>Buffalo Jones</td>
<td>Jennie Wilson</td>
<td>G.C. High School</td>
</tr>
<tr>
<td></td>
<td>Edith Scheuerman</td>
<td>Plymell</td>
<td>Alternate Ed. Center</td>
</tr>
<tr>
<td></td>
<td>Florence Wilson</td>
<td>Victor Ornelas</td>
<td>Juvenile Det. Center</td>
</tr>
<tr>
<td></td>
<td>Garfield</td>
<td>Bernadine Sitts</td>
<td>TEP</td>
</tr>
<tr>
<td></td>
<td>Georgia Matthews</td>
<td>Charles O. Stones</td>
<td></td>
</tr>
</tbody>
</table>
In the event a tentative assignment must be changed after contracts are issued and before the school term is over, a conference will be held with the teacher in order to explain the reason for the change.

The following process will be followed at the conference:

1. The teacher involved will be given the opportunity for input.
2. The principals affected will be given the opportunity for input.
3. The final decision will rest with the Superintendent of Schools or their designee.

If the person is presently employed in USD #457, a personal conference will be held. If the person is newly employed but not yet teaching in Garden City, a telephone conference will be held. If this situation comes about after the school term is over, the teacher will be notified of the change as soon as possible and an opportunity will be given for a conference. If the teacher is unavailable and a conference cannot be held, the teacher will be notified by letter at the last known address of the teacher. The principal will retain a copy of the letter for proper documentation. A personal conference will be held as soon as possible upon the teacher’s return to the district.

In all cases, the reason or reasons for the re-assignment will be in writing.

**Section B: Sharing Personnel With Other Entities:**

If the district enters into an agreement to share a teacher with another entity, the affected teacher, the Deputy Superintendent and the GCEA President or designee shall meet to discuss the terms of the agreement before the agreement is presented to the Board of Education for approval.
ARTICLE XIII. ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section A. Release Time For Association Members
The Garden City Education Association will be entitled to 25 school days of leave per year to conduct Association business on the state or national level. This leave shall be for officers of the local Association, or representatives in lieu thereof as designated by the Association President. Any days requested in excess of the 25 allowable days will be granted only with full deduction in pay. Application for leave forms should be submitted to the building principal at least 3 school days prior to the days on which the leave is to be taken. This leave must be approved by the Association President, the building principal, and the Superintendent. Requests for leave to attend formal Association Negotiation Committee meetings, whether serving on a voluntary basis or by appointment, will be granted only with full deduction in pay. Other requests to attend Association meetings at the local level will be handled as a request for professional leave and will be considered by the Superintendent on an individual basis. The 3 day notice may be waived by the Superintendent in extenuating circumstances.

In the event an Association member takes a national role, the Association will be entitled to an additional 10 days of leave. At the discretion of the Superintendent, additional days may be provided.

The Association Negotiations Committee may attend formal Board/Association negotiations meetings during school time. These meetings will be excluded from the 25 school day limit for state and national meetings. The meetings will also be excluded from any limits placed on total professional days per employee.

Section B. Teachers’ Association Representatives Visitation During School Day
Association representatives (local, state or national) shall be allowed to conduct association business, including teacher visitations, in any school facility only upon the prior approval of the Superintendent of Schools, and upon such conditions as may be established by the Superintendent, and then only before or after school hours. School hours include those hours before and after school which are included in the teachers duty day. The building principal and the GCEA president shall be notified when possible of the requested use of the facility at least three school days in advance so as not to conflict with previously scheduled events. The 3 day notice may be waived by the Superintendent in extenuating circumstances.

Section C. Bulletin Boards
Any association material posted must have the prior approval of the building principal. Association materials will be posted only on bulletin boards in teachers’ lounges or workroom. The principal may make an exception for educational materials.
Any abuse of these provisions will be reported immediately to the president of the Association by the building principal, and these privileges will be withdrawn at that particular school.

The privileges may be reinstated at the sole discretion of the building principal after consultation between the building representative, the president of the Association, and the building principal.

**Section D. Dues Deductions**

Teachers can have all Association dues withheld from their salary at no cost. A written request shall be submitted no later than September 1. Dues shall be withheld in 12 equal monthly installments beginning with the September paycheck or, in the case of new employees who begin after September, dues will be deducted in approximately equal amounts over the remainder of the contract year. Dues shall be withheld in 11 equal monthly installments for those teachers who receive their last paycheck in July.

**Section E. Academic Freedom**

Controversial subjects may include such topics as religions, ideas, works, movies, still pictures, books, socioeconomic aspects of life, political policies, theories, platforms and others. Teachers may not use students or the school district for the advancement of their own views on such issues.

USD #457 will protect employees from censorship or restraint which might interfere with their obligation in the performance of their professional duties to teach the curriculum as adopted by the Board of Education.

Two basic rights of the teacher are:

1. The right to teach the adopted curriculum which may include controversial issues which have political, economic or social significance to help students develop informed opinions.
2. The right to promote a study atmosphere which is free from bias and prejudice.

Two basic rights of the student are:

1. The right to study controversial issues which have political, economic or social significance on which, at his/her level, he/she should begin to have an opinion.
2. The right to study under competent instruction in an atmosphere free from bias and prejudice.

Two basic rights of the District are:

1. The statutory right to adopt the curriculum.
2. The right to require adherence to the adopted curriculum.
ARTICLE XIV. PROFESSIONAL DRESS

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

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

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

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.

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.

Teachers may wear blue jeans only on the following occasions (athletic shoes and a school shirt may also be worn on these occasions):

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

Any additions to this list must be agreed to by the Board and the Association.
Discipline issues regarding professional dress will be handled by school principals after consultation with the Superintendent or his/her designee as follows:

1. One verbal warning
2. Conference with the teacher, documented on a Conference Report (Form 57)
3. Written reprimand
4. Documentation in the teacher’s evaluation
ARTICLE XV. DURATION OF AGREEMENT

The negotiating teams for the Board of Education of Unified School District No. 457 and the Garden City Education Association, as representatives of the teachers of USD #457, have reached the foregoing agreements as the result of professional negotiations pursuant to K.S.A. 72-5413 et seq.

Upon ratification of these agreements by a majority of the teachers of USD #457 and the majority of the Board of Education, these agreements shall become binding upon both the Board of Education and the teachers of USD #457, and shall be incorporated by reference into the individual teacher contracts. The following language shall be included in all teachers’ contracts for the 2019-2020 school year:

All agreements made and entered into between the Board of Education of Unified School District #457 and the Garden City Education Association, and ratified by the Board of Education and teachers of Unified School District No. 457, resulting from professional negotiations, pursuant to K.S.A. 72-5413 et seq., are hereby incorporated into this contract by reference, and become a part hereof as is fully set out herein.

These negotiated agreements, upon ratification, shall become effective August 1, 2019, and shall expire July 31, 2020.

Dated this 19th day of August, 2019 at Garden City, Kansas.

Gil Perea, Head Negotiator, Garden City Education Association

KJ Knoll, Head Negotiator
Board of Education
Unified School District No. 457
APPENDICES
EXTRA DUTY ACTIVITY SCHEDULE

I am willing to work extra duty activity events. The rate of compensation is agreed to as shown in the extra duty schedule.

Name _____________________________________

School ____________________________________

I would prefer to work as a:  (Indicate several choices)

Judge (Track)  __________  Scorer  __________
Finish Clerk (Track)  __________  Start Clerk (Track)  __________
Gate Keeper  __________  Ticket Taker  __________
Head Scorer (Track)  __________  Timer  __________
Marshall  __________  Usher  __________
Public Address  __________  Head Scorer (Wrestling)  __________

I would be willing to work at:

Abe Hubert Middle School  __________
Kenneth Henderson Middle School  __________
Garden City High School  __________

I would be willing to work a maximum of __________ events.

DATE: ____________________     SIGNED: _________________________________

USD #457 - 91

After all forms are collected at orientation, the duties will be assigned on a basis as equitable as possible.
Appendix “B” – Extra Duty Activity Time Sheet (Form – 40)

UNIFIED SCHOOL DISTRICT #457
1205 FLEMING
GARDEN CITY, KS  67846

EXTRA DUTY ACTIVITY TIME SHEET

<table>
<thead>
<tr>
<th>Activity</th>
<th>Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date | Day | Time In | Time Out | Time In | Time Out | Hours |
|------|-----|---------|----------|---------|----------|-------|

Time should be recorded to the nearest quarter hour - 15 minutes

Print Name  
Social Security Number  
Employee Signature  
Position  
Home Building  

OFFICE USE ONLY  
Reg Hrs  
Rate  
Wages  
Acct No.  
Approved by  
(Sign here)  

As mentioned in the Negotiated Agreement, teachers shall be present in their respective buildings, subject to assignment as the case may be, at least thirty (30) minutes prior to the commencement of the school day and shall remain in their building at least twenty (20) minutes following the school day. The school day, plus the periods before and after school, shall constitute the teacher's duty day.

WHITE - Payroll Office  
YELLOW - Employee
This page intentionally left blank
LEVEL ONE
CERTIFICATE OF SERVICE

I, ______________, do hereby certify that on this ____ day of ____________, 20_____, I served a true and correct copy of the above and foregoing document entitled “USD 457 Level One Grievance, ___________________” by hand-delivery to ___________________________.

Principal

______________  ______________
Grievant      Principal

I, ______________, do hereby certify that on this ____ day of ____________, 20_____, I served a true and correct copy of the above and foregoing document entitled “USD 457 Level One Grievance, ___________________” by hand-delivery to ___________________________.

Superintendent

______________  ______________
Grievant      Superintendent

I, ______________, do hereby certify that on this ____ day of ____________, 20_____, I served a true and correct copy of the above and foregoing document entitled “USD 457 Level One Grievance, ___________________” by hand-delivery to ___________________________.

Grievance Chairperson

______________  ______________
Grievant      Grievance Chairperson
LEVEL ONE
Principal’s Response
CERTIFICATE OF SERVICE

I, ______________, do hereby certify that on this ___ day of ___________, 20_____, I served a true and correct copy of the above and foregoing document entitled “Principal’s Response to USD 457 Level One Grievance, _______________” by hand-delivery to __________________________.  

Grievant's name  
_________________________  
Grievant

_________________________  
Grievant

Principal  
Superintendent

I, ______________, do hereby certify that on this ___ day of ___________, 20_____, I served a true and correct copy of the above and foregoing document entitled “Principal’s Response to USD 457 Level One Grievance, _______________” by hand-delivery to __________________________.  

Grievant's name  
_________________________  
Grievant

_________________________  
Grievant

Principal  
Superintendent

I, ______________, do hereby certify that on this ___ day of ___________, 20_____, I served a true and correct copy of the above and foregoing document entitled “Principal’s Response to USD 457 Level One Grievance, _______________” by hand-delivery to __________________________.  

Grievant's name  
_________________________  
Grievant

_________________________  
Grievance Chairperson
LEVEL TWO
CERTIFICATE OF SERVICE

I, ______________, do hereby certify that on this ____ day of __________, 20____, I served a true and correct copy of the above and foregoing document entitled “USD 457 Level Two Grievance, ___________________” Grievant’s name by hand-delivery to _________________________. Principal

_________________________   __________________________
Grievant      Principal

I, ______________, do hereby certify that on this ____ day of __________, 20____, I served a true and correct copy of the above and foregoing document entitled “USD 457 Level Two Grievance, ___________________” Grievant’s name by hand-delivery to _________________________. Superintendent

_________________________   __________________________
Grievant      Superintendent

I, ______________, do hereby certify that on this ____ day of __________, 20____, I served a true and correct copy of the above and foregoing document entitled “USD 457 Level Two Grievance, ___________________” Grievant’s name by hand-delivery to _________________________. Grievance Chairperson

_________________________   __________________________
Grievant      Grievance Chairperson
LEVEL TWO
Grievance Committee’s Determination
CERTIFICATE OF SERVICE

I, ______________, do hereby certify that on this ____ day of ______, 20__,
I served a true and correct copy of the above and foregoing document
entitled “USD 457 Grievance Committee Disposition of Determination,
Level Two Grievance, _______________” by hand-delivery to
  Grievant’s Name
  __________________
  ________________
  Grievant

  ________________
  Grievance Chairperson

I, ______________, do hereby certify that on this ____ day of ______, 20__,
I served a true and correct copy of the above and foregoing document
entitled “USD 457 Grievance Committee Disposition of Determination,
Level Two Grievance, _______________” by hand-delivery to ____________.
  ________________
  Grievant
  ________________
  Principal

  ________________
  Grievance Chairperson

I, ____________, do hereby certify that on this _____ day of ________, 20__,
I served a true and correct copy of the above and foregoing document
entitled “USD 457 Grievance Committee Disposition of Determination,
Level Two Grievance, _______________” by hand-delivery to
  ________________
  Grievant
  ________________
  ________________
  Superintendent

  ________________
  Grievance Chairperson

  ________________
  Superintendent
LEVEL THREE
CERTIFICATE OF SERVICE

I, _____________, do hereby certify that on this ___ day of __________, 20____, I served a true and correct copy of the above and foregoing document entitled “USD 457 Level Three Grievance, ________________” by hand-delivery to _________________________.

_________________________   __________________________
Grievant       Principal

I, _____________, do hereby certify that on this ___ day of __________, 20____, I served a true and correct copy of the above and foregoing document entitled “USD 457 Level Three Grievance, ________________” by hand-delivery to _________________________.

_________________________   __________________________
Grievant       Superintendent

I, _____________, do hereby certify that on this ___ day of __________, 20____, I served a true and correct copy of the above and foregoing document entitled “USD 457 Level Three Grievance, ________________” by hand-delivery to _________________________.

_________________________   __________________________
Grievant       Grievance Chairperson
LEVEL THREE
Superintendent’s Determination
CERTIFICATE OF SERVICE

I, ______________, do hereby certify that on this ___ day of __________,
20_____, I served a true and correct copy of the above and foregoing
document entitled “USD 457 Level Three Grievance, __________________”
Grievant’s name
by hand-delivery to ____________________________.

Grievant
_______________   ________________
Superintendent                  Grievant

I, ______________, do hereby certify that on this ___ day of __________,
20_____, I served a true and correct copy of the above and foregoing
document entitled “USD 457 Level Three Grievance, __________________”
by hand-delivery to ____________________________.

Grievant’s name
Principal
_______________   ________________
Superintendent                  Principal

I, ______________, do hereby certify that on this ___ day of __________,
20_____, I served a true and correct copy of the above and foregoing
document entitled “USD 457 Level Three Grievance, __________________”
by hand-delivery to ____________________________.

Grievance Chairperson
_______________   ________________
Superintendent                  Grievance Chairperson
LEVEL FOUR
CERTIFICATE OF SERVICE

I, ______________, do hereby certify that on this ____ day of __________, 20_____, I served a true and correct copy of the above and foregoing document entitled “USD 457 Level Four Grievance, ___________________” Grievant’s name by hand-delivery to _______________________.  

Board President

_________________________   __________________________
Grievant         Board President

_________________________   __________________________
Grievant         Board President

I, ______________, do hereby certify that on this ____ day of __________, 20_____, I served a true and correct copy of the above and foregoing document entitled “USD 457 Level Four Grievance, ___________________” Grievant’s name by hand-delivery to _______________________.  

Superintendent

_________________________   _________________________
Grievant        Superintendent

_________________________   _________________________
Grievant        Superintendent

I, ______________, do hereby certify that on this ____ day of __________, 20_____, I served a true and correct copy of the above and foregoing document entitled “USD 457 Level Four Grievance, ___________________” Grievant’s name by hand-delivery to _______________________.  

Grievance Chairperson

_________________________   __________________________
Grievant                                      Grievance Chairperson

_________________________   __________________________
Grievant                                      Grievance Chairperson

I, ______________, do hereby certify that on this ____ day of __________, 20_____, I served a true and correct copy of the above and foregoing document entitled “USD 457 Level Four Grievance, ___________________” Grievant’s name by hand-delivery to _______________________.  

Principal

_________________________   __________________________
Grievant                                       Principal

_________________________   __________________________
Grievant                                       Principal
LEVEL FOUR
Board of Education’s Decision
CERTIFICATE OF SERVICE

I, ______________, do hereby certify that on this ____ day of ____________,
20_____, I served a true and correct copy of the above and foregoing
document entitled “USD 457 Level Four Grievance, __________________”
by hand-delivery to _________________________.

       Grievant

_________________________   __________________________
       Board President                            Grievant

I, ______________, do hereby certify that on this ____ day of ____________,
20_____, I served a true and correct copy of the above and foregoing
document entitled “USD 457 Level Four Grievance, __________________”
by hand-delivery to _________________________.

       Superintendent

_________________________   _________________________
       Board President                            Superintendent

I, ______________, do hereby certify that on this ____ day of ____________,
20_____, I served a true and correct copy of the above and foregoing
document entitled “USD 457 Level Four Grievance, __________________”
by hand-delivery to _________________________.

       Grievance Chairperson

_________________________   __________________________
       Board President                             Grievance Chairperson

I, ______________, do hereby certify that on this ____ day of ____________,
20_____, I served a true and correct copy of the above and foregoing
document entitled “USD 457 Level Four Grievance, __________________”
by hand-delivery to _________________________.

       Principal

_________________________   __________________________
       Board President                                       Principal
Appendix “E” – Conference Report

Conference Report

Date:

Staff Member’s Name:
Building:
Assignment:

Supervisor’s Comment:

Staff Member’s Comments:

___________________________________   _______________________________
Staff Members’ Signature            Date   Supervisor’s Signature          Date

_____________________________________________
Deputy Superintendent’s Signature             Date

The staff member’s signature does not indicate that he/she agrees with the conference report. The signature
does verify that the conference was held and that the staff member was apprised of the supervisor’s
comments.
USD #457 – 57
9/26/75, revised: 9/92
Updated 10/99, 8/08, 6/12
Appendix “F”

This page intentionally left blank
Appendix “G” – Plan of Assistance

PLAN OF ASSISTANCE

Name of School: _______________________________________

School Year: __________________________________________

The following is a plan of assistance developed by the administration for ________________ to utilize in improving his/her performance as a teacher with Garden City USD #457.

Background Information

Teacher’s name: _________________________________________________________

Training background: _____________________________________________________

Teaching experience: _____________________________________________________

Statement of Deficiency

Discipline in the classroom is not sufficient to insure engaged, purposeful learning experiences for students.

Preparation and presentation of lessons and evaluation of student work is not sufficient to insure purposeful learning experiences.

Teacher-student/teacher-parent relationships are not conducive to good working conditions which effectively bring about maximum student achievement.

General Statement of Plan of Assistance

The purpose of this plan is to outline a program and bring together available resources to assist you in correcting the above stated deficiencies.

My role as principal will be to coordinate the effort of the resources and monitor progress. You will keep me informed of the progress that you have achieved.

Failure or unwillingness to improve and correct the previous stated deficiencies may result in my recommending that your contract be non-renewed or terminated.

Program to be Followed

To correct the deficiencies outlined above you will:

Prepare and follow guidelines for orderliness in the coordination of classroom activities. From this plan children will know what is expected of them during a group experience, independent work time, or a selected variety of activities time. They will know the procedures for obtaining help from you and the maximum level of conversation and noise for purposeful productive learning activities that will be permitted by you. This plan will be in writing and will include:

- Classroom rules/consequences (not to exceed five).
- Parent letter describing rules and consequences.
- Log of all discipline actions which are a function of your classroom discipline plan.
Lesson preparation and presentation:
Lesson plans will be constructed with the following lesson design - objective (based on district objectives), activity, and evaluation (to include criterion and acceptable level of performance).

Lesson presentation will be congruent with lesson plans and will be conducted with sensitivity to the needs of the students.

Teacher-student/teacher-parent relationships:

All written parent communications must be reviewed by the principal before sending.

Teacher-student interactions are to be conducted in a positive manner with positive expectations evidenced.

Parent contacts are to be initiated by the teacher on all occasions where a conflict between the student and others has occurred.

Assistance to be offered
Person in the district:
A master teacher will be identified for you to observe examples of instruction in the areas identified.

Educational consultant from outside the district:
_____________________________ will observe instruction and provide input to assist you in making necessary improvements.

Building principal
Principal will be available for consultation on the three areas identified.

Monitoring System
Arrangements will be made with the building administrator to set up a minimum of one conference weekly through the first six weeks of school to evaluate progress and discuss development of weekly lesson plans. Biweekly meetings of like purpose will be arranged for the remainder of this plan. All items and their respective guidelines will be reviewed for compliance and completions. Any item requiring backup copies such as parent communications must be addressed with copies available at the time of the visitations. Outside observers an evaluators from the central office staff and/or college professor ranks may be scheduled to do observations and/or evaluations at periodic intervals throughout the duration of this plan.

Final Evaluation
On or about the degree to which you have corrected deficiencies stated in this plan of assistance will be reviewed with you. It is hoped that you will be able to improve your performance to a level where the above stated deficiencies will no longer exist.

Teacher’s Signature __________________________________________ Date ______________

Administrator’s Signature _____________________________________ Date ______________
Appendix “H”. Formative Evaluation Form
FORMATIVE EVALUATION

Employee_____________________________ Evaluator___________________
Assignment___________________________ Observation Date:___________
Conference Date:____________

________________________________  __________________________
Employee Signature                                          Evaluator Signature

Signature does not necessarily indicate agreement.
Employee’s comments may be attached.

☐ Check if comments are to be attached (Comments must be attached within 2 weeks)

I.  Professional Performance (Evaluator Comments and Recommendations)

II. Employee Responsibility (Evaluator Comments, Goal Reflections, and Recommendations not necessarily observed during classroom observation)
Appendix “I”. Summative Evaluation Forms

- Teacher Summative
- Counselor Summative
- Elementary Library Media Specialist
- Instructional Specialist
- Nurse
- Occupational Therapist
- Physical Therapist
- School Psychologist
- Secondary Library Media Specialist
- Speech – Language Pathologist
## GARDEN CITY USD 457
### Summative Evaluation (Teacher)

**Teacher**  
**Evaluator**  
**Assignment**  
**Observation Dates**  
**Evaluation Conf. Date**  
**Conference Dates**

---

Please check here if the teacher completed a portfolio: 

---

### Explanation of Ratings

<table>
<thead>
<tr>
<th></th>
<th>Rating</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>E – Exceeds Expectations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>M – Meets the High Quality Standards</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B – Below Expectations</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** All E ratings require a comment.

---

### CRITERIA

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>RATING</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OVERALL SUMMATIVE SUMMARY RATING</strong></td>
<td>E</td>
</tr>
<tr>
<td><strong>A. Planning and Preparation</strong></td>
<td>E</td>
</tr>
<tr>
<td>1. Demonstrates effective planning for all students</td>
<td>E</td>
</tr>
<tr>
<td>2. Develops coherent instruction</td>
<td>E</td>
</tr>
<tr>
<td>3. Assesses student learning</td>
<td>E</td>
</tr>
<tr>
<td>4. Demonstrates knowledge of students</td>
<td>E</td>
</tr>
<tr>
<td><strong>B. Instruction</strong></td>
<td>E</td>
</tr>
<tr>
<td>1. Demonstrates appropriate instructional skills</td>
<td>E</td>
</tr>
<tr>
<td>2. Communicates clearly and accurately</td>
<td>E</td>
</tr>
<tr>
<td>3. Uses effective questioning and discussion techniques</td>
<td>E</td>
</tr>
<tr>
<td>4. Engages students in learning</td>
<td>E</td>
</tr>
<tr>
<td>5. Provides feedback to students</td>
<td>E</td>
</tr>
<tr>
<td><strong>C. Classroom Environment</strong></td>
<td>E</td>
</tr>
<tr>
<td>1. Creates an environment of rapport and respect</td>
<td>E</td>
</tr>
</tbody>
</table>

**SUMMATIVE EVALUATION RATING WILL NOT BE THE SOLE DETERMINING FACTOR FOR PERSONNEL DECISIONS**
<table>
<thead>
<tr>
<th></th>
<th>2. Establishes a culture for learning</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3. Manages the classroom</td>
<td>E</td>
</tr>
<tr>
<td></td>
<td>4. Delegates appropriate responsibilities and tasks to students</td>
<td>E</td>
</tr>
</tbody>
</table>

II. PROFESSIONAL RESPONSIBILITY

<table>
<thead>
<tr>
<th></th>
<th>1. Grows and develops professionally</th>
<th>E</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2. Shows professionalism</td>
<td>E</td>
</tr>
<tr>
<td></td>
<td>3. Communicates effectively about the instructional program</td>
<td>E</td>
</tr>
</tbody>
</table>

III. STUDENT ACHIEVEMENT SUMMARY RATING
(based on student achievement goal)

IV. PORTFOLIO (Teacher Option)

NOTE: Renewal/non-renewal recommendations to be completed by the Supervisor after the second Summative Evaluation for 1st/2nd year employees.

- [ ] Recommended Renewal
- [ ] Recommended Renewal with Plan of Assistance
- [ ] Recommended Non-renewal

Teacher Signature ________________________________  Evaluator Signature ________________________________

Signature does not necessarily indicate agreement. Teacher comments may be made within 2 weeks.
GARDEN CITY USD 457
Summative Evaluation (Counselor)

Counselor  
Evaluator  
Assignment  
Evaluation Conf. Date  
Observation Dates  
Conference Dates  

Please check here if the counselor completed a portfolio:  

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>RATING</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>OVERALL SUMMATIVE SUMMARY RATING</td>
<td>E</td>
<td>SUMMATIVE EVALUATION RATING WILL NOT BE THE SOLE DETERMINING FACTOR FOR PERSONNEL DECISIONS</td>
</tr>
<tr>
<td>I. PROFESSIONAL PERFORMANCE SUMMARY RATING</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>A. Planning and Preparation</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>1. Demonstrates knowledge of counseling theory, techniques, and child/adolescent development</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>2. Establishes appropriate goals for the counseling program</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>3. Plans the counseling program, integrated with the regular school program</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>B. Environment</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>1. Creates an environment of respect and rapport</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>2. Establishes positive communications with students</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>3. Manages the counseling office</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>C. Delivery of Service</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>1. Implements the USD 457 School Counseling Program</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>2. Guides and counsels individual students through the development of educational and career plans (Not applicable to K-4)</td>
<td>E</td>
<td></td>
</tr>
</tbody>
</table>

Explanation of Ratings

E – Exceeds Expectations
M – Meets the High Quality Standards
B – Below Expectations

Note: All E ratings require a comment.
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Provides individual assistance to students regarding personal and social issues</td>
</tr>
<tr>
<td></td>
<td>E</td>
</tr>
<tr>
<td>4</td>
<td>Counsels small groups and individual students with problems</td>
</tr>
<tr>
<td></td>
<td>E</td>
</tr>
<tr>
<td>5</td>
<td>Consults and collaborates with teachers, staff, students, and parents in understanding and meeting the development issues of students</td>
</tr>
<tr>
<td></td>
<td>E</td>
</tr>
<tr>
<td>6</td>
<td>Suggests appropriate specialists, special programs and outside agencies to parents of students with problems</td>
</tr>
<tr>
<td></td>
<td>E</td>
</tr>
<tr>
<td>II. PROFESSIONAL RESPONSIBILITY</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Grows and develops professionally</td>
</tr>
<tr>
<td></td>
<td>E</td>
</tr>
<tr>
<td>2</td>
<td>Shows professionalism</td>
</tr>
<tr>
<td></td>
<td>E</td>
</tr>
<tr>
<td>3</td>
<td>Communicates effectively about the counseling program.</td>
</tr>
<tr>
<td></td>
<td>E</td>
</tr>
<tr>
<td>III. STUDENT ACHIEVEMENT SUMMARY RATING</td>
<td></td>
</tr>
<tr>
<td>(based on student achievement goal)</td>
<td>E</td>
</tr>
<tr>
<td>IV. PORTFOLIO (Counselor Option)</td>
<td></td>
</tr>
</tbody>
</table>

NOTE: Renewal/non-renewal recommendations to be completed by the Supervisor after the second Summative Evaluation for 1st/2nd year employees.

- Recommended Renewal
- Recommended Renewal with Plan of Assistance
- Recommended Non-renewal

Counselor Signature  Evaluator Signature

Signature does not necessarily indicate agreement. Counselor comments may be made within 2 weeks.
GARDEN CITY USD 457  
Summative Evaluation (Elementary Library Media Specialist)

Specialist ___________________________  Evaluator ___________________________
Assignment ___________________________  Evaluation Conf. Date _________________
Observation Dates ________________________  Conference Dates ____________________

Please check here if the librarian completed a portfolio: □

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</tr>
<tr>
<td><strong>I. PROFESSIONAL PERFORMANCE SUMMARY RATING</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>A. Planning and Preparation</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Knowledge of literature, best library practices, and instructional technology</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>2. Knowledge of Instructional Curriculum</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>3. Plans for Differentiated Levels of Instruction</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td><strong>B. Library Environment</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Creates an environment of respect and rapport</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>2. Delegates Appropriate Responsibilities and Tasks to Students</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>3. Provides a Safe, Orderly, and Positive Environment</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td><strong>C. Instruction</strong></td>
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</tr>
<tr>
<td>1. Demonstrates appropriate instructional skills</td>
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<td></td>
</tr>
<tr>
<td>2. Communicates clearly and accurately</td>
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<td></td>
</tr>
<tr>
<td>3. Uses Effective Questioning and Discussion Techniques</td>
<td>E</td>
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<tr>
<td>4. Engages Students in Learning</td>
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### D. Delivery of Service

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Manages print/non-print materials</td>
</tr>
<tr>
<td>2</td>
<td>Assists Students and Teachers in the Use of Library Resources</td>
</tr>
<tr>
<td>3</td>
<td>Collaborates with Teachers to Design Instructional Units and Lessons</td>
</tr>
</tbody>
</table>

### II. PROFESSIONAL RESPONSIBILITY

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>1</td>
<td>Grows and develops professionally</td>
</tr>
<tr>
<td>2</td>
<td>Shows professionalism</td>
</tr>
<tr>
<td>3</td>
<td>Initiates effective and ongoing communications with parents, students, staff and community</td>
</tr>
</tbody>
</table>

### III. STUDENT ACHIEVEMENT SUMMARY RATING

*(based on student achievement goal)*

### IV. PORTFOLIO (Media Specialist Option)

*NOTE: Renewal/non-renewal recommendations to be completed by the Supervisor after the second Summative Evaluation for 1st/2nd year employees.*

- [ ] Recommended Renewal
- [ ] Recommended Renewal with Plan of Assistance
- [ ] Recommended Non-renewal

---

Signature does not necessarily indicate agreement. Media Specialist comments may be made within 2 weeks.
### GARDEN CITY USD 457
Summative Evaluation (Instructional Specialist)

**Instructional Specialist**

**Evaluator**

**Assignment**

**Observation Dates**

**Evaluation Conf. Date**

**Conference Dates**

Please check here if the specialist completed a portfolio: ☐

---

#### Explanation of Ratings

- **E** – Exceeds Expectations
- **M** – Meets the High Quality Standards
- **B** – Below Expectations

Note: All E ratings require a comment.

**Established by the District**

Note: All B ratings require a comment.

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<td>I. PROFESSIONAL PERFORMANCE SUMMARY RATING</td>
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<td></td>
</tr>
<tr>
<td>A. Planning and Preparation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Demonstrates knowledge of specialty area and trends in professional development</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>2. Demonstrates knowledge of the school’s programs.</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>3. Assists teachers with strategies to meet program needs.</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>4. Demonstrates awareness of resources available within the school, district, and community.</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>5. Plans the instructional support program.</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>6. Engages colleagues in data-driven discussions.</td>
<td>E</td>
<td></td>
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<tr>
<td>B. Environment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Create an environment of rapport and respect</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>2. Establishes a culture for ongoing instructional improvement.</td>
<td>E</td>
<td></td>
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<tr>
<td>C. Delivery of Service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Provides quality discussions and professional development</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>2. Engages teachers in learning new instructional skills</td>
<td>E</td>
<td></td>
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<tr>
<td>3. Engages colleagues in reflective practice</td>
<td>E</td>
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<tr>
<td>4. Provides feedback to teachers</td>
<td>E</td>
<td></td>
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<tr>
<td>5. Serves as a building resource</td>
<td>E</td>
<td></td>
</tr>
</tbody>
</table>

### II. PROFESSIONAL RESPONSIBILITY

1. Grows and develops professionally | E |
2. Shows professionalism | E |
3. Communicates effectively about the instructional program | E |

### III. STUDENT ACHIEVEMENT SUMMARY RATING

(based on student achievement goal) | E |

### IV. PORTFOLIO (Teacher Option)

NOTE: Renewal/non-renewal recommendations to be completed by the Supervisor after the second Summative Evaluation for 1st/2nd year employees.

- [ ] Recommended Renewal
- [ ] Recommended Renewal with Plan of Assistance
- [ ] Recommended Non-renewal

Instructional Specialist Signature

Evaluator Signature

Signature does not necessarily indicate agreement. Instructional Specialist comments may be made within 2 weeks.
### GARDEN CITY USD 457
### Summative Evaluation (Nurse)

**Nurse:** 

**Evaluator:**

**Assignment:** 

**Evaluation Conf. Date:**

**Observation Dates:** 

**Conference Dates:**

Please check here if the nurse completed a portfolio: 

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**Examination of Ratings**

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<td><strong>A. Planning and Preparation</strong></td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>1. Applies theory as basis for decision making in nursing practice</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>2. Establishes and maintains a comprehensive school health program.</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>3. Collects and uses data about the health and developmental status of students in a systematic, continuous manner.</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td><strong>B. Environment</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Organizes supplies and student information effectively</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>2. Creates an environment of rapport and respect</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td><strong>C. Delivery of Service</strong></td>
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<tr>
<td>1. Determines and plans specific goals and interventions.</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>2. Intervenes</td>
<td>E</td>
<td></td>
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<tr>
<td>3. Evaluates Responses</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td><strong>D. Mindful of KS Nurse Practice Act</strong></td>
<td>E</td>
<td></td>
</tr>
<tr>
<td><strong>E. Health teaching and health promotion.</strong></td>
<td>E</td>
<td></td>
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<tr>
<td>II. PROFESSIONAL RESPONSIBILITY</td>
<td></td>
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<td>---------------------------------</td>
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<td></td>
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<td>2. Shows professionalism</td>
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<tr>
<td>3. Communicates effectively about the nursing program</td>
<td>E</td>
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IV. PORTFOLIO (Nurse Option)

NOTE: Renewal/non-renewal recommendations to be completed by the Supervisor after the second Summative Evaluation for 1st/2nd year employees.

☐ Recommended Renewal  ☐ Recommended Renewal with Plan of Assistance  ☐ Recommended Non-renewal

Nurse Signature __________________________ Evaluator Signature __________________________

Signature does not necessarily indicate agreement. Nurse comments may be made within 2 weeks.
GARDEN CITY USD 457
Summative Evaluation (Occupational Therapist)

Teacher ___________________________ Evaluator ___________________________
Assignment _________________________ Evaluation Conf. Date ___________________________
Observation Dates ___________________ Conference Dates __________________________

Please check here if the OT completed a portfolio: ☐

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<td>A. Planning and Preparation</td>
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</tr>
<tr>
<td>1. Demonstrates effective planning for all students</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>2. Develops coherent individual education plans</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>3. Assesses student learning</td>
<td>E</td>
<td></td>
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<tr>
<td>4. Demonstrates knowledge of students</td>
<td>E</td>
<td></td>
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<td>B. Instruction</td>
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Explanation of Ratings

E – Exceeds Expectations  M – Meets the High Quality Standards  B – Below Expectations
Note: All E ratings require a comment.

Established by the District
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<td>3. Manages the learning environment</td>
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<td>4. Delegates appropriate responsibilities and tasks to students</td>
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### II. PROFESSIONAL RESPONSIBILITY

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### III. STUDENT ACHIEVEMENT

**SUMMARY RATING**
(based on student achievement goal)

### IV. PORTFOLIO (Teacher Option)

NOTE: Renewal/non-renewal recommendations to be completed by the Supervisor after the second Summative Evaluation for non-tenured employees.

- [ ] Recommended Renewal
- [ ] Recommended Renewal with Plan of Assistance
- [ ] Recommended Non-renewal

OT Signature

Evaluator Signature

Signature does not necessarily indicate agreement. OT comments may be made within 2 weeks.
GARDEN CITY USD 457
Summative Evaluation (Physical Therapist)

Teacher ____________________________ Evaluator ____________________________
Assignment ____________________________ Evaluation Conf. Date ____________________________
Observation Dates ____________________________ Conference Dates ____________________________

Please check here if the PT completed a portfolio: □

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**II. PROFESSIONAL RESPONSIBILITY**

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<td>E</td>
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<td>3. Communicates effectively about the PT program</td>
<td>E</td>
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**III. STUDENT ACHIEVEMENT SUMMARY RATING**
*(based on student achievement goal)*

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**IV. PORTFOLIO (Teacher Option)**

NOTE: Renewal/non-renewal recommendations to be completed by the Supervisor after the second Summative Evaluation for non-tenured employees.

- [ ] Recommended Renewal
- [ ] Recommended Renewal with Plan of Assistance
- [ ] Recommended Non-renewal

PT Signature ___________________________ Evaluator Signature ___________________________

Signature does not necessarily indicate agreement. PT comments may be made within 2 weeks.
GARDEN CITY USD 457
Summative Evaluation (School Psychologist)

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<td></td>
</tr>
<tr>
<td>A. Planning and Preparation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Demonstrates knowledge of effective programs for students</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>2. Maintains accurate records</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>3. Consults with teachers and administrators formally and informally</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>4. Consults with parents</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>5. Networks with professionals from a variety of community resources</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>B. Environment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Establishes rapport with students</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>2. Establishes and maintains clear procedures for referrals</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>3. Establishes standards of conduct in the testing situation</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>4. Organizes testing space and materials</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>C. Delivery of Service</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Organizes and chairs collaborative/consultative staffings</td>
<td>E</td>
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<tr>
<td>2.</td>
<td>Selects appropriate assessment instruments and techniques</td>
<td>E</td>
</tr>
<tr>
<td>3.</td>
<td>Uses formal assessment instruments in accordance with standardization principals</td>
<td>E</td>
</tr>
<tr>
<td>4.</td>
<td>Interprets and communicates assessment results effectively to parents</td>
<td>E</td>
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**II. PROFESSIONAL RESPONSIBILITY**

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<td>3.</td>
<td>Communicates effectively about the special education program</td>
</tr>
</tbody>
</table>

**III. STUDENT ACHIEVEMENT SUMMARY RATING**

(based on student achievement goal)

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IV. PORTFOLIO (School Psychologist Option)

NOTE: Renewal/non-renewal recommendations to be completed by the Supervisor after the second Summative Evaluation for non-tenured employees.

☐ Recommended Renewal  ☐ Recommended Renewal with Plan of Assistance  ☐ Recommended Non-renewal

______________________________  ________________________________
School Psychologist Signature  Evaluator Signature

Signature does not necessarily indicate agreement. School Psychologist comments may be made within 2 weeks.
GARDEN CITY USD 457
Summative Evaluation (Secondary Library Media Specialist)

Specialist ___________________________ Evaluator ___________________________
Assignment ___________________________ Evaluation Conf. Date __________________
Observation Dates ___________________________ Conference Dates __________________

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</tr>
<tr>
<td><strong>SUMMARY RATING</strong></td>
<td>E</td>
<td></td>
</tr>
<tr>
<td><strong>A. Planning and Preparation</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Knowledge of literature, best library practices, and instructional technology</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>2. Knowledge of Instructional Curriculum</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>3. Plans for Differentiated Levels of Instruction</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td><strong>B. Library Environment</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Creates an environment of respect and rapport</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>2. Delegates Appropriate Responsibilities and Tasks to Students</td>
<td>E</td>
<td></td>
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<tr>
<td>3. Provides a Safe, Orderly, and Positive Environment</td>
<td>E</td>
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<tr>
<td><strong>C. Delivery of Service</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Manages print/non-print materials</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>2. Assists Students and Teachers in the Use of Library Resources</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>3. Collaborates with Teachers to Design Instructional Units and Lessons</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td><strong>II. PROFESSIONAL RESPONSIBILITY</strong></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>1. Grows and develops professionally</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>2. Shows professionalism</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>3. Initiates effective and ongoing communications with parents, students, staff and community</td>
<td>E</td>
<td></td>
</tr>
</tbody>
</table>

### III. STUDENT ACHIEVEMENT SUMMARY RATING
*(based on student achievement goal)*

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>IV. PORTFOLIO (Media Specialist Option)</td>
<td></td>
</tr>
</tbody>
</table>

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**NOTE:** Renewal/non-renewal recommendations to be completed by the Supervisor after the second Summative Evaluation for 1st/2nd year employees.

- [ ] Recommended Renewal
- [ ] Recommended Renewal with Plan of Assistance
- [ ] Recommended Non-renewal

______________________________  ________________________________
Media Specialist Signature          Evaluator Signature

Signature does not necessarily indicate agreement. Media Specialist comments may be made within 2 weeks.
### GARDEN CITY USD 457
#### Summative Evaluation (Speech/Language Pathologist)

**Teacher**

**Evaluator**

**Assignment**

**Observation Dates**

**Evaluation Conf. Date**

**Conference Dates**

Please check here if the SLP completed a portfolio: [ ]

---

#### Explanation of Ratings

- **E** – Exceeds Expectations
- **M** – Meets the High Quality Standards Established by the District
- **B** – Below Expectations

Note: All E ratings require a comment.

---

#### CRITERIA

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>RATING</th>
<th>COMMENTS</th>
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</thead>
<tbody>
<tr>
<td><strong>OVERALL SUMMATIVE SUMMARY RATING</strong></td>
<td>E</td>
<td><strong>SUMMATIVE EVALUATION RATING WILL NOT BE THE SOLE DETERMINING FACTOR FOR PERSONNEL DECISIONS</strong></td>
</tr>
<tr>
<td><strong>I. PROFESSIONAL PERFORMANCE SUMMARY RATING</strong></td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>A. Planning and Preparation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Demonstrates effective planning for all students</td>
<td>E</td>
<td></td>
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<tr>
<td>2. Develops coherent individual education plans</td>
<td>E</td>
<td></td>
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<tr>
<td>3. Assesses student learning</td>
<td>E</td>
<td></td>
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<tr>
<td>4. Demonstrates knowledge of students</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>B. Instruction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Communicates clearly and accurately</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>2. Uses effective questioning and discussion techniques</td>
<td>E</td>
<td></td>
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<tr>
<td>3. Engages students in learning</td>
<td>E</td>
<td></td>
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<tr>
<td>4. Provides feedback to students</td>
<td>E</td>
<td></td>
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<tr>
<td>C. Classroom Environment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Creates an environment of rapport and respect</td>
<td>E</td>
<td></td>
</tr>
<tr>
<td>2. Establishes a culture for learning</td>
<td>E</td>
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<td>3. Manages the learning environment</td>
<td>E</td>
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</tr>
<tr>
<td>4. Delegates appropriate responsibilities and tasks to students</td>
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<td>2. Shows professionalism</td>
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</tr>
<tr>
<td>3. Communicates effectively about the SLP program</td>
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<td><strong>III. STUDENT ACHIEVEMENT SUMMARY RATING</strong></td>
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NOTE: Renewal/non-renewal recommendations to be completed by the Supervisor after the second Summative Evaluation for non-tenured employees.

- [ ] Recommended Renewal
- [ ] Recommended Renewal with Plan of Assistance
- [ ] Recommended Non-renewal

______________________________  ______________________________
SLP Signature                  Evaluator Signature

Signature does not necessarily indicate agreement. SLP comments may be made within 2 weeks.