AGREEMENT

between

Board of Education
Liberal Unified School District No. 480
Seward County, State of Kansas

and

Liberal National Education Association

July 1, 2019, through June 30, 2020

AGREEMENT BETWEEN

The Board of Education of
Liberal Unified School District No. 480
and
The Liberal National Education Association

This Proposal is presented on the 19th day of August, 2019, by and between the Board of Education of Liberal Unified School District No. 480 and The Liberal National Education Association of Liberal, Kansas.

This agreement shall govern the rights as set forth in the agreement of the Board and the Association and will be effective for the period from July 1, 2019, through June 30, 2020, and shall in all respects, expire on June 30, 2020. This Agreement shall not be extended orally, by implication or in any other manner.

NEGOTIATED AGREEMENT

FOR

2019-2020 SCHOOL YEAR

The following agreement was reached as the result of professional negotiations with the Interest Based Bargaining Team for the Board of Education of Unified School District No. 480, Liberal, Seward County, Kansas, and the Liberal National Education Association (LNEA), as representatives of the certified employees of Unified School District No. 480, pursuant to the provisions of K.S.A. 72-5413, et. seq.

The agreement is hereby approved the 19th day of August, 2019, by and between the respective negotiating teams.

Steve Helm, Board of Education

Teresa Louderback, LNEA member

Nick Hatcher, Board of Education

Kelsey Kronawitter, LNEA member

Royce Kitts, Board of Education

Ruth Caley, LNEA member

This Agreement is ratified by a majority of the certified employees of Unified School District No. 480 on this 15th day of August, 2019.

Teresa Louderback
President, Liberal National Education Association

This Agreement is ratified by a majority of the members of the Board of Education of Unified School District No. 480 on this 19th day of August, 2019.

Steve Helm
President, Board of Education
Unified School District No. 480
Liberal, Seward County, Kansas

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LIBERAL BOARD OF EDUCATION

2019-20120

Nick Hatcher
Cliff Abbott
Travis Combs
Steve Helm
Alan Brown
Royce Kitts
Stewart Cauble

SUPERINTENDENT OF SCHOOLS

Mrs. Renae Hickert

BOARD OF EDUCATION
NEGOTIATING TEAM

Steve Helm
Royce Kitts
Nick Hatcher

LIBERAL-NEA EXECUTIVE COMMITTEE
2019-2020

Teresa Louderback, President
Angelique Malwitz, Vice President
Daniel Minde, Treasurer
Stephanie Drymalski, Secretary

LIBERAL-NEA NEGOTIATING TEAM

Teresa Louderback
Kelsey Kronawitter
Ruth Caley

Liberal Unified School District No. 480
P. O. Box 949
Liberal, Kansas 67905-0949

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ARTICLE I: DEFINITIONS

A. ADMINISTRATOR: Any employee so designated by the Board of Education as employed in an administrative capacity.

B. BOARD: The Board of Education of Unified School District No. 480, Liberal, Kansas.

C. CERTIFIED EMPLOYEE: Any employee of Unified School District 480 who is regularly assigned, on a part-time or full-time basis, to the instructional staff of the school system in a position which requires a certificate issued by the State Department of Education or is employed by Unified School District 480 in a professional capacity; this shall include (teachers, instructional coaches, technology coaches, counselors, social worker, librarians, nurses, athletic trainer, physical therapists, occupational therapists, audiologist, psychologists, speech therapist, and vision specialist) but shall not include administrators or classified employees. *Last Modified: 2018*

D. CONTRACT DAY: This term will include those days which are spent teaching students, workdays, parent-teacher conferences and in-service days. Usually, this will be from Monday through Friday, unless there are those certified employees with supplemental duties that require other hours. If any unusual circumstances should arise, other than the aforementioned, the superintendent shall explain the situation prior to determination to the Board of Education. In the event the superintendent feels it is necessary for a Saturday meeting, the faculty will receive reasonable notification and will be compensated at their contract pay in half day increments by dividing their annual base salary by the number of contract days.

Certified employees will be required to be present in their buildings before and after school each day for a total of forty-five (45) minutes. This time may be used for planning, conferencing with parents, students or faculty, and for regularly scheduled staff meetings. The schedule shall be set by the building administrator at each building. *Last Modified: 2018.*

E. CONTRACT YEAR: The contract is for 178 days, which includes teaching days, work days, and in-service days. For all certified employees in their first year of employment with the District, the contract will include an *additional* three days of in-service. The following people will have written extra days written based on their individual daily rate of pay; High School Librarian (20), High School Counselor (20), Athletic Trainer (20), Middle School Counselor (15), Elementary Counselor (10), Middle school Librarian (10), Elementary Librarian (20) and Instructional Coach (3). The determination of when these days will be worked will be determined by the Superintendent. *Last Modified: 2018*

F. DISTRICT: Unified School District (U.S.D.) No. 480.

G. PLANNING TIME: All certified employees shall have 300 minutes per 5 day work week of duty free planning time. There shall be at least 30 minutes of consecutive plan time per day. Certified employees may be pulled no more than 60 minutes per 5 day work week during their plan time unless the certified employee is on a Plan of Assistance. Examples of when a certified employee may be pulled include, but are not limited to, attendance at, or participation in, a meeting (i.e. SIT or IEP), inservice, to cover another class, to substitute in another class, or for such other purposes as the building principal deems appropriate. *Last Modified: 2019.*

H. EVALUATION: Is an outgrowth of supervision. Evaluation is the measurement of improvement and accountability.

I. FIELD OR FIELDS: A general instructional area as shown on the current teaching certificate.

J. PART-TIME EMPLOYEE: A certified employee who is assigned less than a full school day.

K. PROFESSIONAL RESPONSIBILITIES: Not to exceed to 2 per 9 weeks after contract hours, examples include but are not limited to math night, reading night, back to school night, music programs, etc.

L. SCHEDULE CHANGES: Any changes in building schedule and/or allocation of teaching time must have majority approval of building certified employees.

M. SENIORITY: The period of most recent, continuous, and uninterrupted employment with the Unified School District 480 as determined from the effective date of employment; provided, however, an approved leave of absence shall not be construed as an interruption of continuing employment.

N. SUBSTITUTE PAY: Pay for the number of clock hours at $30 per hour per pay period (pay period 16th month to 15th of month) for K-12 certified employees approved in writing by the building principal.

O. SUPERINTENDENT: Superintendent of Schools of Unified School District No. 480, Liberal, Kansas.

P. TEMPORARY CERTIFIED EMPLOYEE: A certified employee who is employed for less than a full year and is employed on a non-continuing contract.

ARTICLE II

Section A: SALARY SCHEDULE* 2019-2020

Years Exp	BA	BA +15	BA +30	BA +45	MA	MA +15	MA +30	MA +45
29								75,878
28								74,682
27								73,487
26							71,096	72,291
25							69,900	71,096
24							68,704	69,900
23						66,270	67,509	68,704
22						65,075	66,228	67,509
21					63,111	64,050	65,246	66,228
20					62,086	62,983	64,178	65,246
19				60,122	61,018	61,915	63,111	64,178
18				59,054	59,951	60,890	62,086	63,111
17				57,987	58,926	59,823	61,018	62,086
16			55,894	57,090	58,029	58,926	60,122	61,018
15			54,998	56,193	57,090	58,029	59,225	60,122
14			54,101	55,297	56,193	57,090	58,328	59,225
13		52,606	53,204	54,400	55,297	56,193	57,432	58,328
12		51,710	52,308	53,503	54,400	55,297	56,492	57,432
11	50,343	50,941	51,539	52,735	53,674	54,571	55,766	56,492
10	49,575	50,215	50,813	52,051	52,905	53,802	54,998	55,766
9	48,806	49,447	50,044	51,240	52,137	53,033	54,272	54,998
8	48,123	48,678	49,276	50,514	51,411	52,308	53,503	54,272
7	47,354	47,952	48,550	49,746	50,642	51,539	52,735	53,503
6	46,757	47,354	47,952	49,148	50,044	50,941	52,137	52,735
5	45,732	46,330	46,927	48,123	49,020	49,916	51,112	52,137
4	45,049	45,732	46,330	47,525	48,593	49,319	50,514	51,112
3	44,493	45,049	45,732	46,927	47,824	48,721	49,959	50,514
2	43,896	44,493	45,049	46,330	47,226	48,123	49,319	49,916
1	43,298	43,896	44,493	45,732	46,628	47,525	48,721	49,319
0	42,700	43,298	43,896	45,091	45,945	46,927	48,123	48,721

2019-2020 Supplemental Salary Schedule

Based on 39,000

Step Increase 5% **Level Increase - 1%**

Years of experience are for USD 480 experience only

Step	Years of Ex.	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10	Level 11	Level 12	Level 13	Level 14
1	0-3	$7,605	$5,265	$4,875	$4,485	$4,095	$3,705	$3,315	$2,925	$2,535	$2,145	$1,755	$1,365	$975	$585
2	4-6	$7,985	$5,528	$5,119	$4,709	$4,300	$3,890	$3,481	$3,071	$2,662	$2,252	$1,843	$1,433	$1,024	$614
3	7-9	$8,384	$5,804	$5,375	$4,944	$4,515	$4,085	$3,655	$3,225	$2,795	$2,365	$1,935	$1,505	$1,075	$645
4	10+	$8,803	$6,094	$5,644	$5,191	$4,741	$4,289	$3,838	$3,386	$2,935	$2,483	$2,032	$1,580	$1,129	$677
% of Base		**19.5%**	**13.5%**	**12.5%**	**11.5%**	**10.5%**	**9.5%**	**8.5%**	**7.5%**	**6.5%**	**5.5%**	**4.5%**	**3.5%**	**2.5%**	**1.5%**

High School			
2nd Chance Coor.	Level 6	Golf, Assistant	Level 10
AP Coordinator	Level 6	Band Director, Head	Level 3
AP Teacher	Level 13	Band Director, Assistant	Level 10
AVID Elective Teacher	Level 13	Musical, Theater Director	Level 11
AVID Site Coordinator	Level 6	Musical, Music Director	Level 12
Baseball, Head	Level 4	Musical, Pit Director	Level 14
Baseball, Assistant	Level 8	Musical, Choreographer	Level 14
Basketball, Head	Level 1	Newspaper	Level 11
Basketball, Assistant	Level 5	NHS	Level 14
Bowling, Head	Level 6	Odyssey of Mind	Level 10
Bowling, Assistant	Level 10	Power Lifting	Level 11
Cheer, Head	Level 4	Prom	Level 13
Cheer, Assistant	Level 8	Scholars Bowl	Level 10
Class Plays	Level 12	Soccer, Head	Level 3
Color Guard	Level 13	Soccer, Assistant	Level 7
CTE Coordinator	Level 6	Softball, Head	Level 4
Cross Country, Head	Level 3	Softball, Assistant	Level 8
Cross Country, Assistant	Level 7	Student Council	Level 11
Dance Team, Head	Level 6	Swimming, Head	Level 6
Dance Team, Assistant	Level 10	Swimming, Assistant	Level 10
Debate, Head	Level 10	Tennis, Head	Level 6
Debate, Assistant	Level 12	Tennis, Assistant	Level 10
Extra Class	Level 8	Track, Head	Level 3
FCCLA	Level 8	Track, Assistant	Level 7
DECA	Level 13	Vocal Music, Head	Level 4
Football, Head	Level 1	Volleyball, Head	Level 3
Football, Assistant	Level 5	Volleyball, Assistant	Level 7
Forensics, Head	Level 10	Wrestling, Head	Level 3
Forensics, Assistant	Level 12	Wrestling, Assistant	Level 7
Golf, Head	Level 6	Yearbook	Level 11

Middle School		
AVID Elective Teacher	Level 13	
AVID Site Coordinator	Level 11	
Basketball, Head	Level 6	
Basketball, Assistant	Level 8	
Cheerleading, Head	Level 9	
Cheerleading, Assistant	Level 11	
Cross Country, Head	Level 8	
Cross Country, Assistant	Level 10	
Extra Class	Level 8	
FCCLA	Level 8	
Football, Head	Level 6	
Football, Assistant	Level 8	
MS Band Director	Level 10	
NJHS	Level 14	
Scholars Bowl, Head	Level 10	
Scholars Bowl, Assistant	Level 12	
Soccer, Head	Level 8	
Soccer, Assistant	Level 10	
Student Council	Level 13	
Track, Head	Level 8	
Track, Assistant	Level 10	
Vocal Music	Level 9	
Volleyball, Head	Level 8	
Volleyball, Assistant	Level 10	
Weights	Level 14	
Wrestling, Head	Level 8	
Wrestling, Assistant	Level 10	
Yearbook	Level 13	

Other	
504 Coordinator	Level 12
Autism Team Coordinator	Level 12
Autism Team, Assistant	Level 13
KansaStar, Process Manager	Level 12
KansaStar, Chair	Level 12
Dept. Head	Level 11
Mentor Teacher	Level 12
Science Fair, Head	Level 12
Science Fair, Assistant	Level 13
PDC Executive Committee	Level 14
SIT Coordinator	Level 10

Elementary	
AVID Site Coordinator	Level 12
Music	Level 12
Odyssey of Mind	Level 12

KansaStar Team		
Enrollment	**Chair**	**Process Manager**
Elementary	1	1
Middle School	1	1
High School	1	1

Department Chair, Level 11	
Preschool	ELA
Kindergarten	Math
Grade 1	Science
Grade 2	Social Science
Grade 3	Music
Grade 4	PE
Grade 5	Foreign Language
Elem SPED	Library
	MS/HS SPED
	Related Services SPED
	Alternative School
	ESL/TJ
	Counselors

Notes
Mentors - 1 for every 5-7 new teachers
NHS - maximum of 3 (LHS) and 2 for (EMS and SRMS)
Prom - maximum of 2
SIT Coordinator - 1 per building
Autism Team Assistants - maximum of 2
Student Council - 2 per building
District Science Fair - 1 Head, 1 Elementary Assistant, 1 Secondary, Assistant

All Supplemental contracts will be submitted for review to the Supplemental Committee prior to being submitted to payroll.

The AP Teacher supplemental contract will be paid for the position not per class.

Liberal USD 480

SALARY SCHEDULE INDEX

2018-2019

Years Exp.	B	B + 15	B + 30	B + 45	M	M + 15	M + 30	MM, EdS M + 45
29								1.777
28								1.749
27								1.721
26							1.665	1.693
25							1.637	1.665
24							1.609	1.637
23						1.552	1.581	1.609
22						1.524	1.551	1.581
21					1.478	1.500	1.528	1.551
20					1.454	1.475	1.503	1.528
19				1.408	1.429	1.450	1.478	1.503
18				1.383	1.404	1.426	1.454	1.478
17				1.358	1.380	1.401	1.429	1.454
16			1.309	1.337	1.359	1.380	1.408	1.429
15			1.288	1.316	1.337	1.359	1.387	1.408
14			1.267	1.295	1.316	1.337	1.366	1.387
13		1.232	1.246	1.274	1.295	1.316	1.345	1.366
12		1.211	1.225	1.253	1.274	1.295	1.323	1.345
11	1.279	1.193	1.207	1.235	1.257	1.278	1.306	1.323
10	1.161	1.176	1.190	1.219	1.239	1.260	1.288	1.306
9	1.143	1.158	1.172	1.200	1.221	1.242	1.271	1.288
8	1.127	1.140	1.154	1.183	1.204	1.225	1.253	1.271
7	1.109	1.123	1.137	1.165	1.186	1.207	1.235	1.253
6	1.095	1.109	1.123	1.151	1.172	1.193	1.221	1.235
5	1.071	1.085	1.099	1.127	1.148	1.169	1.197	1.221
4	1.055	1.071	1.085	1.113	1.138	1.155	1.183	1.197
3	1.042	1.055	1.071	1.099	1.120	1.141	1.170	1.183
2	1.028	1.042	1.056	1.085	1.106	1.127	1.155	1.169
1	1.014	1.028	1.042	1.071	1.092	1.113	1.141	1.155
0		1.014	1.028	1.056	1.076	1.099	1.127	1.141

Section C: Fringe Benefits

Health Insurance

Board Benefit is $510 per month for each participating employee in the USD 480 Insurance program. *Last Modified: 2019*

Leave Stipend

Any certified employee who does not utilize any current leave during the school year shall receive a one-time payment equal to the daily rate of the current year's base salary. *Last Modified: 2018*

ESL Stipend

Any certified employees with an ESL endorsement on their Kansas Teaching License by September 1 of each school year shall receive a $500 stipend per school year, to be paid in November of said school year, but only if (i) the employee is still employed with USD 480 on the date of payment; and (ii) the employee has not submitted to USD 480, prior to receipt of said payment, a letter of resignation.
Last Modified: 2018

Longevity Stipend

Any certified employee who completes the following consecutive years of service in USD 480 calculated at the beginning of the school year will be eligible for a longevity stipend, to be paid in December of each school year, but only if (i) the employee is still employed with USD 480 on the date of payment; and (ii) the employee has not submitted to USD 480, prior to receipt of said payment, a letter of resignation.
Last Modified: 2017

5 – 9 years	$300
10 – 14 years	$700
15 – 19 years	$1200
20 years or more	$2000

National Certification

Any certified employee who achieves national certification which has been approved by the Superintendent or Superintendent's designee shall be eligible for a stipend of $1,000 paid over the term of the contract. *Last Modified: 2017*

Concurrent Stipend

All concurrent instructor(s) will receive a $1,500 stipend per year paid over the term of the contract. *Last Modified: 2018*

Special Education Stipend

This stipend is for Special Education teacher with a Special Education endorsement on their Kansas Teaching License, providing services and is responsible for writing Individual Education Plans (IEP) for students in the district. The stipend will be $1,000 paid throughout the contract (12 months). *Last Modified: 2016*

Section D: Schedule Movement

Approved Professional Development Council Plan (PDC Points/ CEU Hours)

The points/hours for application and impact will not be used for salary schedule advancement, only for recertification.

USD 480 will award salary scale adjustments to certified employees for points/hours earned in accordance with the established steps for salary increases within the district.

Advancement on the salary schedule through the use of approved points/hours will be at the rate of twenty (20) points/hours equal to one (1) credit hour.

In-service Education Credit

1 clock hour of approved education activity	=	1 in-service education point
1 semester of college/university credit	=	20 in-service education points
For holders of Master's or other advanced degrees	=	120 in-service education points - all in-service education - all college/university - any combination of the two
If highest degree is baccalaureate degree	=	160 in-service education points -at least 80 of the in-service education points must be college/university credit

Vertical Movement

Certified employees not on probation shall move vertically on the salary schedule with each additional year of experience.

Horizontal Movement

If highest degree held is baccalaureate degree, the certified employee will need 15 credit hours or a combination of credit hours and in-service points totaling 300 in-service points to move across the salary schedule. (Combination must meet state certification requirements for college credit.) Highest movement would be the BA + 45 column.

If highest degree held is a master's degree, the certified employee will need 300 in-service points, 15 credit hours or a combination of credit hours and in-service points totaling 300 to move across the salary schedule. Highest movement would be the MA + 45 column. Only credit hours earned after attaining a degree shall be counted for movement on the salary schedule.

Certified employees will notify Central Office by June 1st of plan to have horizontal movement for the next school year and will submit transcripts by September 1st to verify horizontal movement. If either of these dates are not met, then the certified employee will not be allowed to have horizontal movement for that school year. *Last Modified: 2018*

Index Positions

All nurses, athletic trainer, physical therapists, occupational therapists, audiologist, psychologists, speech therapist, and vision specialist shall be placed on a separate salary index. For the 2019-20 school year, the base salary index (1.00) shall be $51,787.00, based upon a 178 day contract. The base salary index will change each year by the percentage to the base salary agreed to by the District and LNEA negotiating teams for the salary schedule in Article II Section A. Any additional increase will be approved by the USD 480 Board of Education. A salary schedule will be developed for the 2020-2021 and beyond.

The work experience index will only apply to initial placement when a new employee comes to the district.
The Experience Index will remain in place only to calculate salary initial placement for new employees to the District. After the initial placement, only the Index and Education shall apply. *Last Modified: 2019*

Index

Nurse with Associate's Degree	.00
Athletic Trainer	.20
Nurse with a Bachelor's Degree	.20
Head Nurse	.30
Physical Therapist	.30
Occupational Therapist	.30

Audiologist	.30
Psychologist	.30
Speech Therapist	.30
Vision Specialist	.30

Education

MS + 15-29 hours	.02
MS + 30-60 hours	.05
Specialist	.10
Doctoral	.20

Work Experience

2-4 years experience	.03
5-8 years experience	.05
9-10 years experience	.07
11-14 years experience	.09
15-19 years experience	.12
20 + years experience	.15

Section E: Salary Reduction Benefits

Each full time certified employee must be included in a group health insurance plan of their choice or shall be a member of or included in a group health insurance plan to be offered by U.S.D. 480. The plan shall include but not be limited to:

A. Health Insurance.
B. Alternative Plans of Insurance.
C. Medical Reimbursement & Dependent Day Care.

The certified employee shall make his or her selection during the open enrollment scheduled by USD 480 and such selection shall not be changed during the year unless meets Section 125 Cafeteria Plans stipulations. Before USD 480 can change or alter coverage or carriers or present plans, the administration must consult with, but shall not be required to obtain the consent of, the President or Vice President of LNEA.

403B vendors will be limited to vendors that meet the criteria of USD 480's 403B written plan.

ARTICLE III: LEAVES

Section A: Current Leave

1. All regularly employed full-time certified employees will be allowed ten (10) days of general current leave. These ten (10) days must be used before using the accumulated leave. Unused general current leave will be transferred to the accumulated leave. Current leave must be approved by the principal 48 hours in advance unless the current leave is needed for sickness. Refer to Article III, Section B, paragraphs 8 and 9 if needed for sickness.

2. Current leave is limited to three (3) consecutive days unless current leaves days are approved by the superintendent in writing prior to taking the additional days. *Last Modified: 2018*

3. Current leave is not allowable either the day prior to or the day following a scheduled vacation unless in cases of extreme emergency and approved by the superintendent.

4. Use of current leave on the first/last days of the contract and the first/last days with students must be pre-approved in writing by the superintendent. *Last Modified: 2018*

5. Full deduction of salary calculated (daily rate of contract) for each day of absence will be deducted in the event of:
    a. Exceeding allotted annual leave days.
    b. Taking leave which is not approved as required in this Section A. *Last Modified: 2018*

Section B: Accumulated Leave

1. All regularly employed full-time certified employees will be allowed to accumulate unused current leave to a maximum of ninety (90) days. Accumulated leave shall be charged only in one-half days and multiples thereof. *Last Modified: 2018*

2. The accumulated leave shall be used for absences for the certified employee's own personal illness, medical appointment, illness or death of his/her immediate family or extenuating circumstances approved by the superintendent. The immediate family is defined as: husband, wife, son, daughter, father, mother, brother, sister, grandparents, grandchildren, and in-laws. In addition, leave will be

granted for the death of any relative irrespective of the relationship, who may be residing in the employee's household at the time of death. Any of the above relationships may be either by consanguinity or affinity. *Last Modified: 2019*

3. The absences due to illness or death in the immediate family shall be limited to not more than five (5) days of each occurrence. Should additional continuous days be necessary, arrangements for time extension must be approved in writing by the superintendent. *Last Modified: 2018*

4. Certified employees may also be granted leave in the event of sickness or death other than the immediate family or for brief periods of time under the provisions of current leave.

5. All full time certified employees may, at the discretion of the Board, and if such employee qualifies for disability under KPERS, be granted additional sick leave until such time as KPERS rules allow disability payment (180 continuous calendar days from the first day of illness) and for such additional sick leave, at the discretion of the Board, the certified employee will receive regular pay less the daily scale established by the Board of Education for substitute certified employees. These days of reduced sick leave may be granted only after depletion of regular accumulated sick leave. The Board reserves the right to employ and consult a physician of its choice to examine the employee and certify the employee's ability to return to work. Reduced pay sick leave shall not accumulate from year to year.

6. In the event a full time certified employee shall be entitled to family or maternity leave as provided by the Family and Medical Leave Act, any current leave and accumulated sick leave shall be used first as a part of the Family and Maternity leave with pay for such accumulated sick leave being made as provided herein. The use of the current leave and accumulated sick leave shall not extend the time allowed for Family and Medical leave but shall be part of it.

7. Maximum accumulation of accumulated leave is set at 90 days.

8. The certified employee shall notify the principal of his/her principal as soon as possible after the need has been determined

9. A certified employee requesting a substitute shall be required to make one phone call to the person designated by the superintendent.

10. The administration reserves the right to consult the employee’s doctor for any absence due to illness. Any employee who willfully violates or misuses this catastrophic leave policy or misrepresents any statement or condition in connection with this policy shall forfeit all accumulations and any further right to benefit under said policy until reinstated by the Board of Education. Such employee may also

face other disciplinary action, including but not limited to probation, suspension, non-renewal or termination.

11. The method of computing daily salary deductions for absences that are not applicable to the accumulated leave shall be the annual salary divided by the number of contract days.

Catastrophic Leave Bank

A. Catastrophic Leave Bank Screening Committee

1. Representation on the Five Person Committee will be as follows:
    a. Three members of the participating certified employees shall be appointed by LNEA.
    b. The Superintendent or his designee;
    c. The building principal or supervising designee of the certified employee applicant;
2. Decisions of the Screening Committee shall be made at a meeting of the Screening Committee. The decision shall be reduced to writing by the Chairman of the Committee and delivered to the employee applicant as soon as possible after the conclusion of the meeting. One or more members may attend the meeting by telephone conference. If only four members of the Committee attend the meeting and the vote on the application is a tie vote, the application will be deemed denied, but the employee applicant may resubmit the application at a later date. *Last Modified: 2018*
3. Each case will be considered on its own merits.
4. All decisions by the Screening Committee are final and binding. Such decisions are not appealable nor are they grievable for purposes of Article IV of the Negotiated Agreement.
5. The Screening Committee shall have the sole discretion in determining how much, or if any, leave should be granted. *Last Modified: 2018*

B. Catastrophic Leave Bank Screening Committee Responsibilities and Duties

1. **Chairman** will be selected from the members of the committee. The Chair will schedule, organize and conduct the meetings. *Last Modified: 2018*
2. **Secretary** will record minutes of meetings and notify the applicants and district clerical staff of the committee's approval or denial of the use of sick leave days.
3. The District's clerical staff will supervise current tabulation of days and usage and report it quarterly, to the Catastrophic Leave Bank Screening Committee.
4. The Committee will:
    a. Grant and deny the right to use days in the Bank according to procedures stated therein.
    b. In March of each year, the Screening Committee will assess the effectiveness of the Extraordinary Leave Bank and make written recommendations to the Superintendent and the President of LNEA for improvements to the Extraordinary Leave Bank policies or procedures. *Last Modified: 2018*

C. Enrollment and Eligibility Policy

1. Only certified employees of USD 480 may participate in the Catastrophic Leave Bank.
2. Participation is strictly voluntary.
3. To belong to the Catastrophic Leave Bank, a certified employee must voluntarily contribute one (1) day of current leave each year during the yearly enrollment period.
4. Application for days for up to ten (10) days at a time will be made to the Chairman of the Catastrophic Leave Bank Screening Committee.
5. Days contributed will become a permanent part of the Catastrophic Leave Bank and will not be refunded.
6. A certified employees will not be allowed to use the Catastrophic Leave Bank until all that employee's current and accumulated leave days have been depleted. *Last Modified: 2018*
7. Application for days from the Catastrophic Leave Bank may be made on behalf of a certified staff by an adult family member or legal representative in the case that the certified employees is not personally capable of completing the application.
8. Requests for days from the Catastrophic Leave Bank must be for days during the certified employee's contract year.
9. Donation and use of the Catastrophic Leave Bank days by a part-time certified employees will be limited by the same percentage as their employment.

D. Limitations of Use

1. The certified employees or other immediate family member must be hospitalized or under the care of a medical doctor. The term “immediate family member” shall mean spouse, natural or adopted child and parents.
2. The Catastrophic Leave Bank cannot be used for family leave for the care of a child following birth or adoption except to the extent that it is medically necessary. It is not to be used to extend "bonding time" for the mother/father and child.
3. Circumstances for use of days shall be defined as follows:
   a. Major non-elective surgery;
   b. Major illness which requires hospitalization and/or convalescence or recuperation in an extended care facility or at home; or
   c. An accident which requires hospitalization and/or convalescence or recuperation in an extended care facility or at home.
4. Certified employees may not use days from the Catastrophic Leave Bank if they are receiving pay or are eligible to receive pay from Workmen's Compensation or KPERS or disability policy owned by the employee. *Last Modified: 2018*
5. The certified employees requesting use of the Catastrophic Leave Bank will provide written documentation from their treating physician, of their qualifying circumstances set forth in paragraph D 3 above.
6. Cap -- maximum days allowed.

a. Extraordinary circumstance (as defined 3a, 3b and 3c) – the maximum allowed will be 30 days per employee school year; PROVIDED FURTHER, the decision of the school board shall be final and not subject to appeal. After 30 days of Catastrophic Leave Bank have been used, the certified employees can make an application to the school board for days beyond the Catastrophic Leave Bank.
b. Non-extraordinary circumstance (all others not defined in section 3) – application to the building principal for recommendation to the Board of Education for dockage of sub payment in lieu of daily rate dockage of certified employee's salary. The decision will be finalized by the Board of Education.

E. Yearly Enrollment and Maintenance

1. Certified employees must contribute to the Catastrophic Leave Bank every year to participate. The enrollment period will be the first fifteen (15) days of the current contract year, or the first fifteen (15) days in the case of an employee hired after the enrollment period has closed.
2. If, during any fiscal year, the Catastrophic Leave Bank has been depleted, no additional days may be donated.
3. The Catastrophic Leave Bank fiscal year will be from July 1 through June 30.
4. Days donated become a permanent part of the district Catastrophic Leave Bank. At the end of each fiscal year, all unused Catastrophic Leave Bank days in excess of 30 days are forfeited. Only a maximum of 30 unused Catastrophic Leave Bank days carry over to the next fiscal year and the carry over is non-accumulative.

F. Dockage of Paycheck

For any days exceeding accumulated leave, the application for use of days from Catastrophic Leave Bank must be turned in to the Catastrophic Leave Bank committee by the 15th of the month and approved by the Catastrophic Leave Bank by the 18th of the month or the paycheck will be docked for all days exceeding the allotted sick leave days. Once approved by the Catastrophic Leave Bank if after the 18th of the month, the certified employees will be reimbursed on their next paycheck.

Section C: Professional Leave

Professional leave for certified employees shall be granted at the discretion of Policy GAN.

1. Professional leave shall not exceed five consecutive school days per year. Any professional leave not used will be forfeited. *Last Modified: 2018*

2. Request for professional leave and justification for attendance shall be in writing and presented to the superintendent at least two weeks prior to the date of the activity.

3. Officers of educational organizations will be given priority for attendance over other members.

4. Professional activities attended at the request of the administration will be at district expense.

5. Other professional activities approved will be at the expense of the participant with the exception of the cost of the substitute.
   a. The superintendent may approve expenses depending on the benefit to the district derived from the participation.

6. Professional leave days, when approved as set forth in Policy GAN, shall not be deducted from personal nor sick leave. No loss of pay or pay for substitute will be deducted from the salary of the participant approved for professional leave.

7. Personnel who are members and active in regional and state educational organizations may be permitted professional leave to attend a national meeting.

8. In-district visitations, out-of-district visitations, in-service workshops, educational meetings at the local, state, or national level may be approved if justified to the superintendent.

Section D: Civic or Required Duty

A certified employee shall be granted leave with pay, in the event (i) the employee is required to appear in court to answer a jury summons; or (ii) the employee is subpoenaed to appear in court in a civil or criminal proceeding. All other civic duty leave shall be without pay. *Last Modified: 2018*

Section E: Bereavement Leave

Any certified employee shall be granted two (2) days of non-accumulative leave annually to be used for a funeral if the current leave approval process is followed; PROVIDED FURTHER, and bereavement leave not used will be forfeited. Any certified employee, desiring an extension, may request such an extension from the Superintendent of Schools.

ARTICLE IV: GRIEVANCE PROCEDURE

A. Purpose.

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

A "grievance" is a complaint by a professional employee based on an alleged violation, misinterpretation or misapplication by the school system of a written contract, board policy or administrative regulation or such agreements between the certified employees and the School Board as are finally ratified; PROVIDED HOWEVER, that a "grievance" shall not be filed as a result of suspension, with or without pay, of an employee, the employee being placed on probation, the termination of an employee or the nonrenewal of an employee, or in the event the provisions of K.S.A 72-2251, et seq. may apply. Notwithstanding the foregoing, a certified employee shall not be entitled to utilize this grievance procedure in this instances where an employee may disagree with any evaluation of employee's performance or may disagree with comments or observations of the evaluator which are part of, or appended to, the certified employee's written evaluation.

B. Informal Meeting

Prior to initiating the formal grievance process, the aggrieved person (herein "Grievant") shall request a private informal conference with the Grievant's supervisor or principal. The supervisor or principal shall schedule a meeting with the Grievant, to take place within five (5) contract days of the Grievant's request. At the informal conference, Grievant shall provide the supervisor or principal with Grievant's current email address. At the meeting or within five (5) contract days thereafter, the supervisor or principal shall provide to the Grievant a written response, either by email or by hand-delivering the same to the Grievant. If the Grievant is not satisfied with the response, the Grievant may then initiate the formal process as hereinafter set forth.

C. Formal Grievance Procedure.

1. Meeting with the Superintendent.

(a) If Grievant is not satisfied with the written response received by Grievant pursuant to Section B above, then in that event, within five (5) contract days after Grievant's receipt of said response, Grievant shall deliver to the Superintendent Grievant's written request for a formal conference with the Superintendent, using the Grievance Form appended hereto. The Grievant shall submit with the written request all policies, contractual provisions, emails, letters and other documentation (herein collectively "Documentation") which the Grievant believes supports or is relevant to

the grievance.

(b) Within five (5) contract days after Superintendent's receipt of the Grievant's written request for a hearing with the Superintendent, the Superintendent shall meet with the Grievant and the Grievant's representative, if any. Neither Grievant nor Grievant's representative shall be entitled to present any documentation other than the Documentation submitted with the Grievant's written request for a meeting. At the Superintendent's sole discretion, the Superintendent may require the attendance of the Grievant's supervisor or principal at the meeting to provide information regarding the grievance.

(c) Within five (5) contract days after the meeting with the Superintendent, the Superintendent shall deliver a written decision to the Grievant denying the grievance or allowing the grievance, in whole or in part, the remedies and resolution requested by the Grievant.

(d) At the time the Superintendent's written decision is delivered to the Grievant, the Superintendent shall also deliver to the members of the Board of Education the following: (i) a copy of the Grievant's written grievance; (ii) a copy of all Documentation submitted by the Grievant; and (iii) a copy of the Superintendent's written decision (herein collectively "Superintendent's Submission").

2. **Board of Education Review.**

At the next regularly scheduled meeting of the Board of Education (herein "Board") which is at least ten (10) days after the Board's receipt of the Superintendent's Submission, the Board shall meet with the Superintendent and the District's attorney in executive session for the purpose of discussing the Superintendent's decision. The Board shall then issue a written decision as a result of such meeting, which shall be set forth in the Consent Agenda of the Board at the Board's next regularly schedule meeting and upon approval, a copy of the Board's written decision shall be delivered to the Grievant and the Grievant's representative, if any.

(a) PROVIDED HOWEVER, If after the meeting with the Superintendent there is a consensus that the Board would like to meet with the Grievant, the Superintendent shall deliver to the Grievant and the Grievant's personal representative, if any, written notice of a meeting with the Board, which meeting shall take place at least two (2) weeks thereafter at a regular meeting date of the Board of Education. On the date of the meeting before the Board, the Board shall recess into executive session for the purpose of hearing from the Grievant and the Grievant's representative, if any. Also attending the meeting will be the Superintendent, the District's attorney, the Grievant's supervisor or principal and such other persons as the Board deems necessary or appropriate. The Board shall issue a written decision as a result of such meeting, which shall be set forth in the Consent Agenda of the Board at the Board's next regularly scheduled meeting and upon approval, a copy of said decision shall be

delivered to the Grievant and the Grievant's representative, if any.

D. Miscellaneous.

1. If a grievance affects a group or class of certified employees, the certified employees with their representative may initiate and submit such grievance in writing on the grievance form; PROVIDED HOWEVER, said employees shall not be required to have the informal meeting and shall proceed directly with the formal process set forth above.
2. All investigations and hearings concerning a grievance will be conducted during non-instructional time.
3. All decisions rhendered will be in writing, setting forth the decisions and reasons therefor.
4. The grievance shall be in writing on the grievance form, dated and signed by the Grievant, and shall include the date the Grievant alleges to have become aware of the grievance.
5. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the Grievant's contract, the days shall be those days in which the district office is open for business.
6. No reprisals of any kind will be taken by the Board or by any member or representative of the administration against any Grievant, any party in interest, any representative of any Grievant, any member of the certified employee's association, or any other participant in the grievance procedure by reason of such participation.
7. Any provision herein contract to law shall be invalid, but shall not invalidate any other provisions.

Last Modified: 2018

ARTICLE V: EVALUATION OF CERTIFIED PERSONNEL

Philosophy of Supervision and Evaluation

The Unified School District No. 480 recognizes that evaluation is an outgrowth of supervision. Evaluation is the measurement of improvement and accountability. Supervision is a formative process that guides and assists professional and personal growth. The philosophy of supervision is to improve the educational process while the philosophy of evaluation is to improve individual performance.

Principal Expectations

- The principal is responsible for the implementation of this process in his or her building.

- Principals will receive training in the evaluation process.
- Principals will discuss the evaluation process at a general faculty meeting at the beginning of the year.

Evaluation Forms

Teacher Evaluation
Librarian Evaluation
Counselor Evaluation
Instructional Coach Evaluation

Evaluation Process

All certified employees will be evaluated in compliance with KSA 72-9003 using procedures developed by the district evaluation review team and approved by the board of education and the certified employees union.

First, Second, and Third Year Certified employees

First and second year certified employees shall be evaluated at least one time per semester by the 60th school day of the semester. Third year certified employees will be evaluated one time each school year by February 15th. (KSA 72-9003)

- A pre-observation conference will be scheduled to discuss the observation. The certified employee will bring the lesson plan to the conference.
- The fall classroom observation will be scheduled. The spring classroom observation will be unscheduled.
- Observations should be at least 20 minutes in length.
- Following the observation, the principal will meet with the certified employee to provide feedback to within 10 working days.
- Other data and input can be used to establish a true reflection of a certified employee's performance. Data can by contributed by both the certified employee and the principal. Any contribution should be signed and dated by the principal and certified employee. A signature does not indicate agreement.

Fourth Year and Beyond Certified employees

A fourth year certified employee will be evaluated one time each school year by February 15th. After the fourth year of employment, a certified employee shall be evaluated at least once in every three years not later than February 15th of the school year in which the certified employee is evaluated. (KSA 72-9003)

- A pre-observation conference will be scheduled to discuss the observation. The certified employee will bring the lesson plan to the conference.
- The observation will be scheduled and should be at least 20 minutes in length.
- Following the observation, the principal and the certified employee will agree upon the method to receive feedback. Feedback should be received by the certified employee within 10 working days.

- Other data and input can be used to establish a true reflection of a certified employee's performance. Data can by contributed by both the certified employee and the principal. Any contribution should be signed and dated by the principal and certified employee. A signature does not indicate agreement

A certified employee not meeting expectations will be placed on the evaluation cycle immediately.

Intensive Assistance Plan

This plan can only be used with approval from the Director of Human Resources

The regular process for the supervision of staff in USD 480 is designed to improve the education process. Staff members whose demonstrated performance does not meet the expectations of the school district, a more directive and intensive system of support is necessary. The intent of the assistance plan is positive. However, this does not diminish the fact that serious concerns have been identified. The team's purpose is to assist the employee with implementation of a plan to improve the domain or domains where the need has been identified. When professional performance does not improve, continued employment in this position may be in jeopardy.

The following information explains the plan's components:

1. **Who should be offered the intensive assistance?**
   Any certified employee that has an overall ranking of unsatisfactory in one or more domain.

2. **What are the notification procedures for this employee?**

The opportunity for intensive assistance help is offered within 5 contract days following the evaluation conference.

3. **When should the employee respond about working with the intensive assistance team?**

Within five (5) contract days following the evaluation conference, the employee will indicate, in writing, acceptance or rejection concerning working with the team. If the employee accepts intensive assistance, a team will be selected and goals will be established.

4. **What is the composition of the team?**

A three-member team will be selected. Those persons recommended for the team must be tenured and have evaluations that reflect proficient or better in all domains. Team members will receive release time for serving on the team.

5. **How are members of the team selected?**
   The team will consist of an instructional coach from the building level of the certified employee, a building mentor, and one successful certified employee selected by the employee in need of assistance.

6. **What tasks does the team perform?**
   Within five (5) days of being notified, the intensive assistance team is to meet with the employee to review the domain expectations, establish measurable goals, set a timeline, and answer any questions. At two-week intervals during the intensive assistance process, meetings will be held including the evaluator, certified employee, and team. This group jointly will discuss efforts for improvement and progress as long as deemed necessary buy the team.

7. **At the end of the established timeline, the employee must be evaluated in identified domain or domains.**

a). If the employee improves to basic or better on the domain, the employee will remain on schedule for one school year with one scheduled and one unscheduled evaluation. After one year of improvement on the schedule year, then the employee will have a fresh start on the evaluation cycle.

b). If the employee shows no improvement, the intensive assistance plan will be reviewed and modified if necessary.
Last Modified: 2016

ARTICLE VI: PROCEDURE FOR SUSPENSION OF EMPLOYEE

Suspension of a certified employee is a serious matter and will be treated in as professional a manner as possible. Student welfare will continue to be the prime consideration whenever possible suspension is anticipated.

A. If a certified employee shall be suspended whether with or without pay, then in such event, the following procedure shall be used.

B. Written notice of action shall be served upon the certified employee by the superintendent or his or her designated representative. The notice shall state as specifically as possible the reason for the action taken, the date the suspension shall become effective and notice that the action taken involves substantial just cause which may include, but not be limited to, any of the following.
   1. Insubordination or repeated activities related to a defiant attitude unbecoming to a certified employee.
   2. Inefficiency or the refusal to perform assigned duties related to the job assignment.
   3. Physical or mental incapacitation.
   4. Action that is a flagrant or obvious violation of school policies adopted by the Board of Education.

C. After notice of action has been served, the certified employee may, if he/she desires, request a personal conference with the superintendent and/or his or her designated representative. Such conference must be conducted not later than five (5) contract days after the serving of the notice of suspension. At this conference it will be determined if the suspension shall be sustained or terminated, and notice of this action shall be made within two (2) contract days following the conference.

D. If the certified employee who has received Notice of the action as provided above wishes to appeal the action, he/she shall have the right, upon request, to a hearing before the Board of Education of U.S.D. 480. Such a request for hearing shall be in writing and served upon the Superintendent within seven (7) contract days after receipt of the Notice of action. In the event of a hearing before the Board of Education of U.S.D.

480, such hearing shall be conducted not sooner than five (5) contract days and no more than thirty-five (35) contract days after the receipt of the request for hearing. The hearing shall be conducted at an open meeting of the Board unless either the Board or the employee shall request a closed meeting in which event the meeting shall be closed. The certified employee and the Board shall both have a right to be represented by legal counsel or other representatives at the hearing. The certified employee and the Board shall have the right to present and question witnesses and either party may introduce such other documentary evidence at the hearing. Neither party shall have the right of subpoena at the hearing.

E. The Board of Education shall make a decision upon the proposed action within two (2) contract days following the hearing.

F. At any time during the procedure as outlined above, the certified employee may tender his or her voluntary resignation to the Superintendent which shall terminate any further proceedings under this procedure. The Superintendent may withdraw the Notice of action at any time during the proceedings by giving written Notice of such to the certified employee involved with Notice shall terminate any further proceedings under this procedure. Upon Notice of withdrawal of the Notice of action, the certified employee involved shall be reinstated to all rights and privileges of his or her position of employment as if no suspension Notice had been served.

ARTICLE VII: PROCEDURE FOR PROBATION OF EMPLOYEE

A. A certified employee may be placed on probation and in each event the following procedure shall apply:

1. A certified employee whose performance is determined as not meeting minimum requirements may be placed on disciplinary probation by his or her principal or by the superintendent, deputy superintendent or director of human resources. If such employee is placed on probation by the principal, the principal shall first consult with and have the approval of the superintendent.

2. The certified employee's performance shall not meet the minimum requirement if the principal, superintendent, deputy superintendent or director of human resources shall determine that the certified employee has been in violation of the following:
   a. Gross or repeated violation of written board or administrative policies.
   b. Repeated activities or statements.
   c. Insubordinate attitude.
   d. Inefficiency in job assignment or the inability to perform the duties assigned to the employee as specifically noted in writing.

e. Inability to work congenitally with certified employees, administrators, and/or other school employees.
f. Antagonistic and/or disruptive attitudes and conduct.
g. Unprofessional behavior inconsistent with the position held by the employee.
h. Sexual harassment.
i. Failure to follow a directive of the employee's building principal or assistant principal.

B. The individual placed on disciplinary probation will be afforded a meeting with his or her building principal or supervisor and will be informed of the necessary measures to remediate any unsatisfactory performance so noted.

C. The employee whose performance is determined as not meeting minimum requirements may be placed immediately on disciplinary probation for an initial period consisting of the remainder of the semester, during which time efforts will be made to improve the quality of the job performance of the employee. Should satisfactory performance not occur during this period of time, an extension of the disciplinary probation status may be permitted for an additional semester. If unsatisfactory job performance continues, then the employee may be suspended, terminated, or non-renewed.

D. Any employee placed on disciplinary probation may have any supplementary contract immediately terminated. In the event the employee has been on disciplinary probation during the school year but is not suspended, the employee will not advance on the approved salary schedule for the ensuing school year.

E. An employee shall have fifteen (15) contract days after being placed on disciplinary probation, during which time the employee may request in writing a hearing before the superintendent. In the hearing before the superintendent, the employee shall have the right to representation of his or her choice and the hearing shall be held within ten (10) contract days after the request has been presented.

F. Should disciplinary probation continue after the hearing, the employee may request a hearing before the School Board. Such request must be made within five (5) contract days after receipt of the decision of the superintendent and shall be held at the first regular School Board meeting occurring more than three (3) contract days after the request for such meeting. This hearing may be held in closed session, and at the option of the School Board, it may be held at a special meeting of the Board. The Board of Education shall make a decision of the proposed action within two (2) contract days following the hearing.

G. Should the notice of disciplinary probation be withdrawn as the result of any hearing, the employee shall be reinstated to all rights and privileges of his or her employment as if no disciplinary probation notice had been served.

H. Nothing in this procedure shall be construed to deny the employee the right to litigation, nor shall this procedure deny the employer any right in the enforcement of any other contractual or other provisions or conditions.

I. The disciplinary probation provided for herein is not a substitute for the statutory probation served by any certified employee during their first three (3) years of employment.

ARTICLE VIII: REDUCTION IN PROFESSIONAL STAFF WORKFORCE

As a result of authority granted to the Board of Education by Kansas statutes, the Board has the responsibility of determining composition of the professional staff necessary to implement and maintain educational programs of Unified School District 480. 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 certified 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 may retain any certified employee who it deems necessary to staff all necessary 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 in a fair and orderly manner as provided in this policy.

The following steps will be utilized by the district's administrative staff to reduce the teaching staff:

To determine the number of teaching positions to be reduced, the administrative staff will ascertain the educational program for the district to meet the educational goals established by the Board. The number of certified employees needed to implement the district's education program will then be determined by the administrative staff based on these educational goals as determined by the Board.
All certified employees will be evaluated in relation to the educational goals of the district. Individual qualifications and specific skill areas or disciplines will be ascertained and applied to the certified employee needs of the district. Evaluation forms, instruments or tools will be used to measure each staff member's teaching ability.

A. DEFINITIONS ***(See Definitions, Page 1)***

B. PROCEDURE

1. Whenever the Superintendent or his or her designee determines that a necessary reduction of professional staff will not be accomplished through normal attrition of staff, all certified employees of the Unified School District 480 will be advised of the reasons for the reduction of professional staff and

will be informed of the procedures and considerations to be used in determining which employees will have their contracts non-renewed. The Superintendent or his or her designee will review all relevant facts and circumstances and will recommend to the Board of Education those certified employees whose contracts will be non-renewed.

2. For purposes of considering a reduction of professional staff, all certified employees of the Unified School District 480 will be assigned to a teaching position in which the employee is certified. A certified employee will be permitted to change teaching positions if he or she has teaching experience in the school system within the alternate field and is properly certified.

3. After determining which levels require a reduction of professional staff, the Superintendent or his or her designee will then determine certified employees for non-renewal in the following sequences:
   a. Temporary certified employees
   b. Part-time certified employees
   c. Part-time certified employees who decline an offer of full-time employment
      Any part-time certified employee who is being considered for non-renewal will be afforded the opportunity to be considered for full-time employment in the school district. If such part-time certified employee accepts the offer to be considered full-time employment, then he or she will be placed in the category of full-time certified employee.
   d. Full-time certified employees
      1) In making those determinations included in (1), the superintendent or his or her designee will base the decision on the following weighted system:
         a) Evaluation = 35 points

Accumulate the total points earned on no more than the five (5) most recent evaluations with three (3) points assigned for each Distinguished; two (2) points for each Proficient; one (1) point for each Basic: and minus one (-1) point for each Unsatisfactory. Then divide the total points accumulated by the number of evaluations. The resulting score cannot exceed 35 points.
Last Modified: 2016

b) Seniority = 35 points
One point will be awarded for each year in Liberal USD #480, not to exceed 35 points.

c) All teaching experience in specific fields = 10 points
One point will be awarded for each year of service in the specific area being determined up to 10 points. In case of multiple area teaching experience, the points will be prorated according to the full time equivalency of each field taught

d) Areas of certification = 10 points
Seven points will be awarded for certification in the field being determined. One point will be awarded for each additional field up to three points as shown on the current teaching certificate.

e) Advanced degrees and additional credit hours = 10 points

See Salary Schedule -- Points will be awarded as follows:

BA + 15	= 1 point
BA + 30	= 3 points
MA	= 4 points
MA + 15	= 6 points
MA + 30	= 8 points
MA + 45, MM, SP	= 10 points

Basing his or her decision on the above weighted system, the Superintendent or his or her designee will make his or her recommendations for reduction of professional staff based upon what he/she considered to be in the best interest of the school system and the students who receive services from the district.

4. At the time recommendations are made to the Board of non-renewal of contracts of designated certified employees, the Superintendent or his or her designee will present data to the Board in support of his or her recommendations.

ARTICLE IX: CAFETERIA DUTY/LUNCH TIME MEETINGS

It is the intent of the Board of Education to grant, where reasonably possible, each certified employee the opportunity of a lunch period, free of assigned responsibility, of the same period as that provided the pupils in the class to be served. In the event the building principal is unable to obtain the services of a qualified person to provide lunchroom supervision, he/she may designate or assign a certified employee to such duty at the same rate of remuneration then being paid to other persons having such duty, until such qualified person can be employed for the lunch supervision. If it becomes necessary for supervision in the cafeteria during the breakfast period, the procedure in the preceding sentence will be followed. *Last Modified: 2019*

ARTICLE X: ASSIGNED STATIONS

The certified employee shall be at their assigned duty or work station or be engaged in working activities directly related to their teaching assignment, and shall be readily accessible to students and/or parents during the duty hours as assigned by the School Board. The assigned duty or work station shall include any place which the certified employee has been requested or assigned to be by the building principal or his or her assistants. This includes but is not limited to hallways, office, playground, assemblies, bus, school yard, athletic events as well as the assigned classroom. The certified employee shall be included under the liability insurance provided by U.S.D. 480 when present at any assigned duty or work station.

ARTICLE XI: MODIFICATION OF AGREEMENT

The Board of Education of U.S.D. 480 and the Liberal-NEA agree to reopen negotiations and permit amendments to appropriate sections of this agreement under any of the following circumstances:

A. Whenever changes in statutory provisions and/or federal or state mandates make portions of this agreement inoperable.

B. Whenever there is mutual agreement between the two parties to reopen specific sections of the agreement.

ARTICLE XII: DAMAGES FOR BREACH OF CONTRACT

This contract shall be binding upon the parties for the term stated therein and subject to these provisions.

A. If the certified employee shall apply in writing to the Board for release from the contract after the 14th calendar day following the 3rd Friday in May, the Board may grant such release, if the request for release is accompanied by a money order or certified fund check for the amounts set forth below, which is based upon the date the request is received. Such amount, if accepted, shall be considered as liquidated damages for the release.
   1. 15th calendar day following the 3rd Friday in May-June ..... -- $2,500
   2. On or after July 1 ..... -- $5,000

B. In the event a new applicant for a teaching position should sign a contract for the subsequent year, and thereafter apply for release of that contract after May 15th, that the damages set forth above shall apply.

Last Modified: 2017

ARTICLE XIII: LICENSE EXPIRATION

Professional staff is expected to keep licensure current. In the event a staff member allows his/her license to expire, the following may occur:

- The superintendent may require the staff member to obtain a substitute license if it is in the best interest of the district to allow the employee to continue to work. The staff member will be compensated at the lowest substitute daily rate.
- The superintendent may suspend the employee without pay until licensure is obtained or until the employee's contract is terminated by the board of education.

Last Modified: 2019

ARTICLE XIV: RETIREMENT BENEFIT

Wishing to recognize long and dedicated service to the school district, the Board of Education will provide a bonus to retiring personnel. For those employees having worked for USD 480 during the immediate past five (5) consecutive and continuous years, the amount of the retirement benefit shall be $1,000.00.

The retirement benefit will also be awarded under the following circumstances:

1. Resignation due to a disabling injury or illness rendering the individual unable to continue employment.

2. Upon death, payable to the employee's beneficiary or beneficiaries as designated by KPERS.

ARTICLE XV: SPECIAL COMMITTEES AND PROGRAMS

Section A: Supplemental Salary Committee

A Supplemental Salary Committee shall consist of the Superintendent and up to two (2) additional members appointed by the Superintendent and LNEA president and up to 2 (two) additional members appointed by the LNEA president and up to 2 Board of Education members. *Last Modified: 2016*

Section B: Insurance Committee

An insurance committee consisting of six (6) members hall be created to study the current health and supplemental insurance plans for any adjustments or amendments and to make recommendations to the LNEA and to the Board. LNEA shall appoint three (3) members and the Board shall appoint three (3) members. The committee shall meet in those years in which the District's insurance policies are to be placed for bid.

Section C: Evaluation Committee

An Evaluation Committee shall be formed to review changes to evaluation procedures. Proposed changes to the evaluation procedure may be brought before the Evaluation Committee at any time during the term of this Agreement. The Evaluation Committee shall consist of (i) two (2) Board of Education members; (ii) two(2) Administrators; and (iii) four (4) Certified Employees of the District, one(1) from each building level, appointed by the LNEA President. Any changes to the evaluation procedures must first be approved by a majority of the Evaluation Committee and approved by a majority vote of the Certified Employees voting on the changes; PROVIDED FURTHER, in the event there is a tie vote of the Evaluation Committee with regard to any proposed changes, the District may nevertheless submit any proposed changes to a vote of the Certified Employees and such changes will be implemented if approved by a majority of the Certified Employees voting on the issue.

ARTICLE XVI: Nonrenewal of Certified employee Employment Contracts

Section A: Five (5) Years of Continuous Employment

The employment contract of any Certified employee who has not completed five (5) consecutive years of employment with the District may be nonrenewed for any reason upon written notice delivered to the Certified employee on or before the third Friday in May at 5:00 p.m.

Section B: More than Five (5) Years of Continuous Employment

The employment contract of any Certified employee who has completed five (5) consecutive years of employment with the District may be nonrenewed only in compliance with the following procedure.

1. The Board shall deliver to the Certified employee written notice (herein "Notice of Intent") of the Board's intention to not renew the Certified employee's contract. Said written notice shall be delivered to the Certified employee on or before the third Friday in May at 5:00 p.m.

2. The Certified employee may request a hearing upon said nonrenewal by delivering to the Clerk of the Board, within ten (10) contract days after delivery to the Certified employee of the Notice of Intent, Certified employee's written notice of request for a hearing before the Hearing Committee.

3. Upon receipt of the Certified employee's written Notice requesting a hearing, the Hearing Committee shall schedule a hearing and shall deliver, by mail or in person, written notice of hearing to the Certified employee at least fifteen (15) days prior to the hearing date.

4. At the hearing the Certified employee may be represented by counsel or a KNEA representative and the Board may also be represented by counsel. Testimony and documents will then be presented to the Hearing Committee in support of the District's intent to nonrenew the Certified employee's contract. The Certified employee shall then have the opportunity to present testimony and documents in support of the Certified employee. The hearing will not be open to the public and the proceedings will be recorded by electronic or stenographic means and transcribed. The cost of the court reporter, if any, and transcription expense shall be paid equally by the Certified employee and the District.

5. Upon conclusion of the hearing and within fifteen (15) contract days after the conclusion of the hearing, the Hearing Committee shall deliver to the Clerk of the Board, the Hearing Committee's written decision, together with a transcript of the hearing. The Clerk shall then deliver to each member of the Board a copy of the written decision and the hearing transcript; PROVIDED HOWEVER, in the event a transcript of the hearing is not available within said fifteen (15) days, the time for submission of the decision to the Board shall be extended until two (2) contract days after the Hearing Committee's receipt of said transcript.

6. Within twenty (20) contract days after the Hearing Committee's written decision and transcript are delivered to the Clerk of the Board, the Board shall meet in executive session to review the Hearing Committee's decision, reconsider, if necessary, reasons for nonrenewal, and make a final decision concerning the issue of the Certified employee's nonrenewal. Such final decision shall be in the form of a Resolution adopted by the Board.

Section C: Delivery of Notice

All notices required in this Article XV shall be delivered by mail or in person. Written notice delivered in person shall be deemed to be delivered on the date of delivery. Written notice which is mailed to the employee at the employee's address as contained in the official District personnel records shall be deemed delivered on the date of postmark; PROVIDED FURTHER, delivery may be by first class mail, postage prepaid, or by certified mail, return receipt requested, in the sole discretion of the District.

Section D: Definitions

Hearing Committee: The term "Hearing Committee" as used in this Article XV shall mean the District Director of Human Resources and the Superintendent or their designee.

Certified employee: The term "Certified employee" as used in this Article XV shall mean a full-time employee of the District in an instructional position which requires a Certificate issued by the Kansas State Department of Education; PROVIDED HOWEVER, this term shall not include principals, vice principals, directors, administrators or classified employees.

APPENDIX A: GRIEVANCE FORM

Instructions

The purpose of the grievance procedure is to facilitate easy and effective communication between certified employees and the administrative staff in order to secure, at the lowest possible level, in good faith, equitable solutions to problems which may from time to time arise affecting certified employees. Careful attention to contract requirements for a grievance and the proper procedure for completing a grievance report form and the filing of same, as hereinafter detailed, will help to insure an expeditious and thorough consideration of each grievance.

1. Each portion of the Grievance Form should be completed fully in as much detail as possible. The statement of facts upon which the grievance is based should include all relevant facts, including details of time, date, place, persons involved, and what occurred.

2. Detailed information of the facts involved, and the manner in which those facts relate to the contract, are extremely important in order to provide a basis upon which a fair, thorough, and expeditious decision may be made.

3. The contract provisions which the grievant contends have been violated, misinterpreted, or misapplied, should be specified.

4. The grievant should specify the relief which he/she desires as a result of the grievance.

Grievance Form

(Must be filed fifteen (5) contract days of the grievance.)
Grievance: #_____
Name of Grievant: _____
Building: _____
Assignment: _____
School District: _____
Date Filed: _____
Date or Dates of Grievance: _____

Statement of Grievance: _____
_____
_____
_____
_____
_____
_____

Relief Sought: _____
_____

Signature of Grievant:_____ Date_____