AGREEMENT

between

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

and

Liberal National Education Association

July 1, 2026 - June 30, 2027

AGREEMENT BETWEEN

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

This Proposal is presented on 5-12-2026 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, 2026, through June 30, 2027**, and shall in all respects, expire on **June 30, 2027**. This Agreement shall not be extended orally, by implication or in any other manner.

NEGOTIATED AGREEMENT

FOR

2026-2027 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 on 5-12-2024, by and between the respective negotiating teams.

Sarah Thompson, Board of Education

Amandria Hartnett, LNEA member

Nick Hatcher, Board of Education

Kelsey Kronawitter, LNEA member

Mike Brack, Board of Education

Kristin Classen, LNEA member

This Agreement is ratified by a majority of the certified employees of Unified School District No. 480 on 5-23-2024.

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 5-14-2024

Brad Carr
President, Board of Education
Unified School District No. 480
Liberal, Seward County, Kansas

LIBERAL BOARD OF EDUCATION

2026-2027

Nick Hatcher
Jesus Baeza
Sarah Thompson
Brad Carr
Kaylee Lopez
Luz Riggs
Mike Brack

Superintendent OF SCHOOLS

Mr. Dane Richardson

BOARD OF EDUCATION
NEGOTIATING TEAM

Sarah Thompson
Mike Brack
Nick Hatcher

LIBERAL-NEA EXECUTIVE COMMITTEE
2026-2027

Teresa Louderback, President
Ryan Richards, Vice President
Kelsey Kronawitter, Treasurer
Marisol Pena, Secretary

LIBERAL-NEA NEGOTIATING TEAM

Kelsey Kronawitter
Kristin Classen
Amandria Hartnett

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 includes days spent teaching students, workdays, parent-teacher conferences, and professional development. The standard schedule is Monday through Friday. Some certified employees may have supplemental duties that require other hours. If unusual circumstances arise, the Superintendent will present the situation to the Board of Education for a decision. If a Saturday meeting is necessary, staff will receive reasonable notice and be compensated at half-day increments based on their annual salary divided by contract days.

Certified employees must be present in their building before and after student contact time for a combined total of no less than 45 minutes per day. Building administrators will set the schedule. This time may be used for preparation, collaboration, and conferencing with parents, students, or staff.

Building administration may assign additional duties (e.g., staff meetings, supervision, required activities) up to two times per week per employee. The specific schedule shall be determined at each building. Any time exceeding the 45-minute daily limit or two weekly occurrences will be compensated, with employees being required to clock in and out at the rate of $30 per hour. *Last Modified: 2026*

E. CONTRACT YEAR: The contract is for 181 days, which includes teaching days, work days, and professional learning days. For all certified employees in their first year of employment with the District, the contract will include an *additional* three days of professional learning. The following people will have extra days based on their individual daily rate of pay; High School Librarian (10), High School Counselor (20), High School Scheduling Counselors (25), Athletic Trainer (20), Middle School Counselor (20), Elementary Counselor (10), Middle school Librarian (10), Elementary Librarian (10) and Instructional Coach (4). The determination of

when these days will be worked will be determined by the Superintendent or their designee. *Last Modified: 2025*

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

G. PLAN TIME: Plan time shall be placed in the schedule using 30 to 65 continuous minute~~s~~ blocks of time per student contact day. See Appendix B for the weekly plan time and weekly pull time structure for both the Elementary and High School levels and the Middle School level. A work week is defined as the total amount of student contact days, professional development days, and work days. Examples of when a certified employee may be pulled include, but are not limited to, attendance at, or participation in, a meeting (i.e. 504, SIT and/or IEP), professional learning, to cover another class, to substitute in another class, or for such other purposes as the building principal deems appropriate~~.~~, not to exceed the weekly pulled time structure in Appendix B without compensation at the rate of $30 per hour, excluding 504 and IEP from the meeting/extra pay because of federal requirements. The changes to section "G. Plan Time" are set to expire at the end of the 2026-2027 contract date and must be re-negotiated in 2027-2028; if no new resolution can be reached, it will revert to the existing language in the 2025-2026 Negotiated Agreement. *Last Modified: 2026*

H. EVALUATION: 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:

Required Attendance at School Events Outside Contract Hours

- Attendance may be required at school events outside of contract hours. Attendance will not be required for more than 2 events~~-~~per 9 weeks outside contract hours. Examples include but are not limited to math night, reading night, back to school night, music programs, etc.
- Weekend events cannot be required for professional staff under this clause. Modified*: 2021*

L. SCHEDULE CHANGES: Any reallocation in the hours and amount of work including start time, end time, plan time, and weekly student contact minutes must be brought to negotiations for approval. Any additional reallocation of time, including number of instructional periods in a normal school day, in an individual building schedule must have a ⅔ majority approval vote of all certified staff defined in the negotiated agreement in the school building. Any minor operational adjustments to the schedule that does not change the school wide structural model for certified staff shall not require a building vote. The LNEA Executive Team or the LNEA building representative will collaborate in the drafting of language for a voting survey with the Superintendent or their designee, to be sent out by LNEA. The final results will be shared to certified employees of the building, its Building Administrators, and District Administrators. Last *Modified: 2026*

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: If a certified teacher is needed to cover another full class during his/her plan time, they will be paid $30 per hour. Other certified employees can be pulled to substitute for up to one hour per day at the same rate of pay as a certified teacher. Additionally, if certified teachers take on additional students during the student contact time they will be paid for half class at $15 per hour or a full class at $30 per hour per pay period (pay period 16th of the month to the 15th of the month) for K-12 certified employees as approved in writing by the building principal. *Last Modified: 2021.*

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.

Q. ELECTRONIC SIGNATURES: Signatures that may be submitted electronically on documents such as but not limited to employment/supplemental contracts and evaluations. Modified: 2021

R. SAVINGS/ REOPENER CLAUSE: In the event any provision of this Agreement, policy, schedule, or practice that must be modified in order to comply with changes in federal or state law, legislative requirements, funding requirements, court order, accreditation standards, or to prevent an identified area of legal liability, the District may implement only those changes necessary to achieve compliance. The District must provide notice to all affected employees identifying the specific area of concern, the basis requiring the change, and the proposed remedy or corrective action being implemented.

Upon notice of such required change, either party may reopen negotiations limited solely to the affected subject matter. The parties agree to meet within a reasonable timeframe to negotiate the impacts, implementation, and any necessary revisions to the Agreement.

Any temporary action taken by the District under this provision shall be narrowly tailored to the identified requirement or liability and shall not constitute a waiver of bargaining rights on unrelated provisions of the Agreement. Nothing in this clause shall be interpreted to permit permanent unilateral modification of negotiated terms without bargaining. *Last Modified: 2026*

ARTICLE II SALARIES AND WAGES
Section A: SALARY SCHEDULE 2026-2027

Level	BA	BA +15	BA +30	BA +45	MA	MA +15	MA +30	MA +45	Placement on Salary Scale Years of Experience
Level Y:								$ 86,093 1.659207	29+ Years
Level X:								$ 84,736 1.633062	28 Years
Level W:								$ 83,380 1.606917	27 Years
Level V:							$ 80,667 1.554628	$ 82,023 1.580772	26 Years
Level U:							$ 79,310 1.528484	$ 80,667 1.554628	25 Years
Level T:							$ 77,953 1.50234	$ 79,310 1.528484	24 Years
Level S:						$ 75,192 1.449119	$ 76,597 1.476196	$ 77,953 1.50234	23 Years
Level R:						$ 73,835 1.422975	$ 75,143 1.448185	$ 76,597 1.476196	22 Years
Level Q:					$ 71,607 1.380024	$ 72,673 1.400566	$ 74,029 1.42671	$ 75,143 1.448185	21 Years
Level P:					$ 70,444 1.357615	$ 71,461 1.377223	$ 72,818 1.403367	$ 74,029 1.42671	20 Years
Level O:				$ 68,215 1.314664	$ 69,233 1.334272	$ 70,250 1.35388	$ 71,607 1.380024	$ 72,818 1.403367	19 Years
Level N:				$ 67,004 1.291322	$ 68,022 1.31093	$ 69,087 1.331471	$ 70,444 1.357615	$ 71,607 1.380024	18 Years
Level M:				$ 65,793 1.267979	$ 66,859 1.288521	$ 67,876 1.308128	$ 69,233 1.334272	$ 70,444 1.357615	17 Years
Level L:			$ 63,419 1.222227	$ 64,775 1.248371	$ 65,841 1.268913	$ 66,859 1.288521	$ 68,215 1.314664	$ 69,233 1.334272	16 Years
Level K:			$ 62,401 1.202619	$ 63,758 1.228763	$ 64,775 1.248371	$ 65,841 1.268913	$ 67,198 1.295056	$ 68,215 1.314664	15 Years
Level J:			$ 61,384 1.183011	$ 62,741 1.209155	$ 63,758 1.228763	$ 64,775 1.248371	$ 66,180 1.275449	$ 67,198 1.295056	14 Years
Level I:		$ 59,688 1.150331	$ 60,367 1.163403	$ 61,723 1.189547	$ 62,741 1.209155	$ 63,758 1.228763	$ 65,163 1.255841	$ 66,180 1.275449	13 Years
Level H:		$ 58,671 1.130723	$ 59,349 1.143795	$ 60,706 1.169939	$ 61,723 1.189547	$ 62,741 1.209155	$ 64,097 1.235299	$ 65,163 1.255841	12 Years
Level G:	$ 57,121 1.100845	$ 57,799 1.113917	$ 58,477 1.126989	$ 59,834 1.153132	$ 60,900 1.173674	$ 61,917 1.193282	$ 63,274 1.219426	$ 64,097 1.235299	11 Years
Level F:	$ 56,249 1.084038	$ 56,975 1.098044	$ 57,654 1.111116	$ 59,059 1.138193	$ 60,028 1.156867	$ 61,045 1.176475	$ 62,401 1.202619	$ 63,274 1.219426	10 Years
Level E:	$ 55,376 1.067231	$ 56,103 1.081237	$ 56,782 1.094309	$ 58,138 1.120453	$ 59,155 1.140061	$ 60,173 1.159668	$ 61,578 1.186746	$ 62,401 1.202619	9 Years
Level D:	$ 54,601 1.052292	$ 55,231 1.06443	$ 55,909 1.077502	$ 57,314 1.10458	$ 58,332 1.124187	$ 59,349 1.143795	$ 60,706 1.169939	$ 61,578 1.186746	8 Years
Level C:	$ 53,729 1.035485	$ 54,408 1.048557	$ 55,086 1.061629	$ 56,442 1.087773	$ 57,460 1.107381	$ 58,477 1.126989	$ 59,834 1.153132	$ 60,706 1.169939	7 Years
Level B:	$ 53,051 1.022413	$ 53,729 1.035485	$ 54,408 1.048557	$ 55,764 1.074701	$ 56,782 1.094309	$ 57,799 1.113917	$ 59,155 1.140061	$ 59,834 1.153132	1-6 Years
Level A	$ 51,888 Base	$ 52,566 1.013073	$ 53,245 1.026145	$ 54,601 1.05229	$ 55,619 1.071909	$ 56,636 1.091508	$ 57,993 1.117653	$ 59,155 1.140052	0 Years

BA	BA +15	BA +30	BA +45	MA	MA +15	MA +30	MA +45

Supplemental Salary Schedule

THIS AMOUNT WILL NOT BE CHANGING FOR 2026-2027 SCHOOL YEAR Based on 40,500

Step Increase 5% Level Increase - 1%

Years of experience are for USD 480 experience only

Step	Years of Experience	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	$7,898	$5,468	$5,063	$4,658	$4,253	$3,848	$3,443	$3,038	$2,633	$2,228	$1,823	$1,418	$1,013	$608
2	4-6	$8,293	$5,741	$5,316	$4,891	$4,466	$4,040	$3,615	$3,190	$2,765	$2,339	$1,914	$1,489	$1,064	$638
3	7-9	$8,708	$6,028	$5,582	$5,136	$4,689	$4,242	$3,796	$3,350	$2,903	$2,456	$2,010	$1,563	$1,117	$670
4	10+	$9,143	$6,329	$5,861	$5,393	$4,923	$4,454	$3,986	$3,518	$3,048	$2,579	$2,111	$1,641	$1,173	$704
% 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	Band Director, Head	Level 3
AP Coordinator	Level 6	Band Director, Assistant	Level 8
AVID Elective Teacher	Level 13	Marching Band Tech	Level 13
AVID Site Coordinator	Level 6	Musical, Theater Director	Level 9
Baseball, Head	Level 4	Musical, Music Director	Level 10
Baseball, Assistant	Level 8	Musical, Pit Director	Level 12
Basketball, Head	Level 1	Musical, Choreographer	Level 12
Basketball, Assistant	Level 5	Newspaper	Level 11
Bowling, Head	Level 6	NHS	Level 14
Bowling, Assistant	Level 10	Odyssey of Mind	Level 10
Cheer, Head	Level 1	Powerlifting, Head	Level 11
Cheer, Assistant	Level 5	Powerlifting, Assistant	Level 13
Class Play Director Student Directed	Level 13	Prom	Level 13
Class Plays	Level 12	Scholars Bowl, Head	Level 8
Color Guard	Level 13	Scholars Bowl, Assistant	Level 10
CTE Coordinator	Level 6	Soccer, Head	Level 3
Cross Country, Head	Level 3	Soccer, Assistant	Level 7
Cross Country, Assistant	Level 7	Softball, Head	Level 4
Dance Team, Head	Level 6	Softball, Assistant	Level 8
Dance Team, Assistant	Level 10	Student Council	Level 11
Debate, Head	Level 10	Swimming, Head	Level 6
Debate, Assistant	Level 12	Swimming, Assistant	Level 10
Extra Class	Level 8	Tennis, Head	Level 6
FCCLA	Level 8	Tennis, Assistant	Level 10
DECA	Level 13	Track, Head	Level 3
Football, Head	Level 1	Track, Assistant	Level 7
Football, Assistant	Level 5	Vocal Music, Head	Level 4
Forensics, Head	Level 10	Volleyball, Head	Level 3
Forensics, Assistant	Level 12	Volleyball, Assistant	Level 7
Golf, Head	Level 6	Wrestling, Head	Level 3
Golf, Assistant	Level 10	Wrestling, Assistant	Level 7
		Yearbook	Level 10

Middle School		
AVID Elective Teacher	Level 13	
AVID Site Coordinator	Level 11	
Basketball, Head	Level 6	
Basketball, Assistant	Level 8	
Cheerleading, Head	Level 4	
Cheerleading, Assistant	Level 8	
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 8	
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 11	

Other	
504 Coordinator <10 Plans	Level 11
504 Coordinator 11-19 Plans	Level 10
504 Coordinator 20-29 Plans	Level 9
504 Coordinator 30+ Plans	Level 8
Autism Team Coordinator	Level 10
Autism Team, Assistant	Level 11
Behavior Team, Assistant	Level 13
Behavior Team, Coordinator	Level 12
Dept. Head	Level 11
District Behavior Team- Facilitator	Level 12
District Behavior Team- Member	Level 13
Head Nurse	Level 11
KansaStar, Chair	Level 9
KansaStar, Process Manager	Level 9
Mentor Teacher	Level 12
PDC Executive Committee	Level 14
Science Fair, Assistant	Level 13
Science Fair, Head	Level 12
SIT Coordinator	Level 6
SPED (6-10 IEPs)	Level 10
SPED (11-15 IEPs)	Level 9
SPED (16-20 IEPs)	Level 8
SPED (21-25 IEPs)	Level 7
SPED (26+ IEPs)	Level 6
Assistive Technology Coordinator	Level 13

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	Fine Arts/Music
Grade 4	PE
Grade 5	Foreign Language
Elem SPED	Library
	MS/HS SPED
	Related Services SPED
	Alternative School
	ESL/T.I
	Counselors

Notes
Mentors - 1 for every 2-3 new teachers
NHS - maximum of 3 (LHS) and 2 for (EMS and SRMS)
Prom - maximum of 2
SIT Coordinator - 1 per building
Autism/Behavior 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.

Section C: Fringe Benefits

Health Insurance

The Board of Education has approved an annual benefit of $7200 per employee participating in the USD 480 Group Health Plan. The benefit will be allocated on a monthly basis in accordance with the employee's pay schedule.

For employees participating in USD 480's High Deductible Health Plan (HDHP) and Health Savings Account (HSA), the benefit will be distributed between plan premiums and contributions to the HSA as specified in the benefits rate schedule. Employees who opt out of participating in the HSA with the HDHP will not be entitled to the portion of the board benefit that was to be allocated to the HSA.

Benefits will be prorated for employees working less than a full-time schedule. *Last Modified 2024.*

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 $1000 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: 2025

Longevity Stipend

Any certified employee who completes the most recent 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: 2026

5 – 9 years	$775
10 – 14 years	$1275
15 – 19 years	$1775
20 - 24 years	$2275
25 + years	$3275

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*

AP/Concurrent Stipend

All concurrent instructor(s) or AP teachers will receive a $1,500 stipend for up to 25 students, $2,000 for 26-40 students, and an additional $37.50 per student for over 40 students per year based on the September 20 course enrollment paid over the remainder of the contract. *Last Modified: 2020*

Special Education Supplemental

Special Education staff will receive a supplemental salary based on the number of IEPs he/she facilitates. Staff must be:

- fully or provisionally licensed through the Kansas Department of Education
- fully licensed through the Kansas Department of Health and Environment
- facilitate the IEP writing process for students
- provide direct service to children

No IEP will be counted twice in the supplemental contract total unless the IEP has an Intellectual Disability (ID) or a Multiple Disability (MD) Exceptionality. THE ID and the MD individualized education plans will be counted twice.

The special education supplemental contract will not be issued until after the December 1 Special Education Count for KSDE and will be paid out over the remainder of the contract (last payment, July 22nd). *Last Modified: 2021*

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.

Professional Learning Education Credit

1 clock hour of approved education activity	● 1 professional learning education point
1 semester of college/university credit	● 20 professional learning education points
Baccalaureate Degree	● 160 professional learning points ● At least 80 of the professional learning points must be college/university credit
Master's or other advanced degrees	● 120 professional learning points ● ALL professional learning education ● ALL college/university credits ● Any combination of the two

Vertical Movement

Certified employees shall move vertically on the salary schedule with each additional year of experience.

Placement for New Hires

- Placement is determined using **official service records** or **verification forms** from prior accredited K–12 institutions to determine placement on the salary schedule. **Newly hired certified employees** with **1 to 6 years of verified experience** will be placed at **Level B** on the salary schedule, regardless of their specific number of years within that range.

Annual Advancement

- Employees placed at **Level B** will **advance vertically** as a cohort, moving to the next level (Level C, D, etc.) with each additional year of verified experience.
- Advancement occurs at the start of each fiscal year, contingent upon continued employment and verification of service.

Examples

Example 1: A new hire with 4 years of experience will be placed at Level B. The following year, they will move to Level C along with others in the 1–6 year cohort.

Example 2: A new hire in 2025 is newly certified and is placed at level A / 0 years experience. The next year, in 2026, they will advance to Level B and join the cohort of new hires with 1-6 years of experience. In the year 2027, all certified staff that completed year 2026 at Level B will move to Level C. New hires in the year 2027 with 7 years of experience will also be placed at Level C.

Certified employees at the top of the MA + 45 column and every year after completing level Y will receive an annual $1,000 stipend, which will be paid with the longevity stipend. *Last Modified*: 2025

Horizontal Movement

If the highest degree held is a 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. (The combination must meet state certification requirements for college credit.) Highest movement would be the BA + 45 column.

If the 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.

All courses must meet the existing standards for professional development points to qualify for movement across the salary schedule. Certified staff will automatically qualify for horizontal movement when the requirements listed above are met.

College and University Transcripts Submission to District Office

College or university transcripts must be submitted to the District Office by September 1st to verify horizontal movement on the salary schedule. The Superintendent, or their designee, may approve an extension of the September 1st deadline for a certified employee experiencing unforeseen circumstances which causes a delay in receiving a transcript from a college or university. *Last Modified: 2025*

Related Services

Beginning with the 2020-2021 school year, related services staff (listed below) will be placed on the negotiated salary schedule and will receive a salary enhancement or reduction based upon the degree required for licensure. Related services staff, whose 2019-2020 pay exceeds where they would be placed on the salary schedule, will be frozen until the negotiated salary schedule exceeds their 2019-2020 pay rate. *Last Modified: 2020*

Related services staff

- Nurse (AA and BSN)
- Athletic Trainer
- Physical Therapist
- Occupational Therapist/Certified Occupational Therapist Assistant (COTA)
- Audiologist
- School Psychologist
- Speech Language Pathologist
- Vision Specialist

Salary Enhancements for Related Services Positions with Higher Degree Requirement for Licensure	
Doctorate	+$16,000
Specialist Degree	+$14,000
Masters Degree	+$12,000
Bachelors of Science in Nursing [BSN] The district may hire an RN with an associates degree and allow five years completion of the BSN. The ultimate district expectation is a BSN.	+$10,000
Salary Reductions for Positions that Do Not Require a Bachelor's Degree **(*RN without a BSN and COTA)**	
Associates	-$7,000

Section E: Salary Reduction Benefits

The District will provide an I.R.S. Section 125 Cafeteria Plan, developed in combination with the Insurance Committee. The plan shall include but not be limited to:

A. Group Health Insurance.
B. Supplemental Plans of Insurance.
C. Healthcare Flexible Spending Account (FSA), Dependent Care Flexible Spending Account (FSA), and Health Savings Account (HSA) for employees enrolled in the Qualified High Deductible Health Plan (QHDHP).

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. Certified employees who decline coverage by the plans offered by USD 480 will be required to prove group health coverage by another qualified group health plan. Employees unable to provide proof of coverage will be automatically enrolled in the "Basic" coverage plan.

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. District administration shall convene the insurance committee to discuss changes to insurance plans and premiums. (See Article XV, Section B Insurance Committee.)

403 b vendors will be limited to vendors that meet the criteria of USD 480's 403 b written plan.
Last Modified 2023.

ARTICLE III: LEAVES

Section A: General Current/Accumulated Leave Information

1. Current leave must be used before accumulated leave.
2. Unused current leave will be transferred to accumulated leave at the end of the contract year.
3. Leave shall be charged only in one-half days and multiples thereof. *Last Modified: 2018*
4. 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*

5. 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: 2020*

6. 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.

7. 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.

8. The administration reserves the right to consult the employee's doctor for any absence due to illness as long as the consent form is acceptable to the healthcare provider.

9. Any employee who willfully violates or misuses this 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 employees may also face other disciplinary action, including but not limited to probation, suspension, non-renewal or termination.

10. 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 Section B. *Last Modified: 2018*

11. Staff may use up to 10 days of accumulated leave at their discretion, provided however, staff follow guidelines listed in Section B. Modified: 2021

Section B: Leave Approval Guidelines

1. Leave must be approved by the principal 48 hours in advance unless the current leave is needed for sickness.

2. A certified employee requesting a substitute shall follow procedures in place at their respective buildings.

3. Leave is limited to three (3) consecutive days unless current/accumulated leave days are approved by the Superintendent in writing prior to taking the additional days. *Last Modified: 2018*

4. Current/accumulated 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.

5. Use of current/accumulated 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*

Section C: Current Leave

All regularly employed full-time certified employees will be allowed eleven (11) days of current leave. *Modified: 2025*

Section D: Accumulated Leave

1. Staff may use up to 10 days of accumulated leave at their discretion, provided however, staff follow guidelines listed in Section B. *Modified: 2021*

2. All regularly employed full-time certified employees will be allowed to accumulate unused current leave to a maximum of ninety (90) days

3. Accumulated leave (beyond day 10) 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: spouse, son, daughter, father, mother, brother, sister, grandparents, grandchildren, in-laws and legal dependent.)

Catastrophic Illness or Injury Bank

A. Catastrophic Illness or Injury 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/her 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. All members of the committee must be present in order to hold the meeting. One or more members may attend the meeting by telephone or video conference. *Modified: 2021*

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. Cases of resubmission may be considered with additional medical documentation.

5. The Screening Committee shall have the sole discretion in determining how much, or if any, leave should be granted. *Modified: 2018*

B. <u>Catastrophic Illness or Injury Bank Screening Committee Responsibilities and Duties</u>

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 Illness or Injury Bank Screening Committee.

4. The Committee will grant or deny the right to use days in the Bank according to procedures stated therein.

C. <u>Optional Effectiveness Review</u>

In March of each year, the Screening Committee may assess the effectiveness of the Catastrophic Illness or Injury Bank and make written recommendations to the Superintendent and the President of LNEA for improvements to the Catastrophic Illness or Injury Bank policies or procedures. *Last Modified: 2018*

D. <u>Enrollment and Eligibility Policy</u>

1. Only certified employees of USD 480 may participate in the Catastrophic Illness or Injury Bank.

2. Participation is strictly voluntary.

3. To belong to the Catastrophic Illness or Injury 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 should be made via email at clb@usd480.net. *Last Modified: 2022*

5. Days contributed will become a permanent part of the Catastrophic Illness or Injury Bank and will not be refunded.

6. A certified employees will not be allowed to use the Catastrophic Illness or Injury Bank until all that employee's current and accumulated leave days have been depleted. *Last Modified: 2018*

7. Application for days from the Catastrophic Illness or Injury 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 Illness or Injury Bank must be for days during the certified employee's contract year.

9. Donation and use of the Catastrophic Illness or Injury Bank days by 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, child, parents and legal dependent.

2. The Catastrophic Illness or Injury 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 relating to, being, or involving an urgent medical procedure that is essential to the survival of the patient; *Last Modified: 2022*
   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 Illness or Injury 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 Illness or Injury Bank will provide written documentation from their treating physician, of their qualifying circumstances set forth in paragraph D 3 above.

6. The maximum allowed will be 30 days per employee school year for medical circumstances defined in 3A, 3B, and 3C. After 30 days of Catastrophic Illness or Injury Bank have been used, the certified employees can make an application to the school board for days beyond the Catastrophic Illness or Injury Bank.

E. Yearly Enrollment and Maintenance

1. The LNEA Executive Team and Human Resource Staff are in charge of yearly enrollment.

2. Certified employees must contribute to the Catastrophic Illness or Injury Bank in the current year to participate.

3. 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.

4. If, during any fiscal year, the Catastrophic Illness or Injury Bank has been depleted, no additional days may be donated.

5. The Catastrophic Illness or Injury Bank fiscal year will be from July 1 through June 30.

6. Days donated become a permanent part of the district Catastrophic Illness or Injury Bank. At the end of each fiscal year, all unused Catastrophic Illness or Injury Bank days in excess of 30 days are forfeited. Only a maximum of 30 unused Catastrophic Illness or Injury 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 the Catastrophic Illness or Injury Bank must be turned in to the Catastrophic Illness or Injury Bank Screening Committee by the 15th of the month and approved by the Catastrophic Illness or Injury Bank Screening Committee 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 Illness or Injury Bank Screening Committee, if after the 18th of the month, the certified employees will be reimbursed on their next paycheck.

Section E: Professional Leave

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

1. Professional leave shall not exceed five consecutive school days per year. Any professional leave not used will be forfeited. *Last Modified: 2025*
2. Staff members requesting leave will follow the district professional leave request procedures. *Modified: 2021*
3. Officers of educational organizations will be given priority for attendance.
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. 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 GBRH, shall not be deducted from the employee's current leave. No loss of pay or pay for a substitute will be deducted from the salary of the participant approved for professional leave. *Last Modified: 2025*
7. Personnel who are members and active in regional and state educational organizations may be permitted professional leave to attend a state/national meeting.
8. In-district visitations, out-of-district visitations, professional learning workshops, educational meetings at the local, state, or national level may be approved if professional leave request procedures are followed. *Modified: 2021*

Section F: 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 G: 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.

Last Modified: 2018

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 instance 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 scheduled 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. <u>Miscellaneous</u>

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 rendered will be in writing, setting forth the decisions and reasons therefore.
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

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 Process

All certified employees will be evaluated in compliance with KSA 72-2409 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 72-2409)

- 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 within 10 working days.
- Other data and input can be used to establish a true reflection of a certified employee's performance. Data can be 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.
- Signatures on the evaluation document may be submitted electronically.

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 72-2409)

- 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 be 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 domains.

2. **What are the notification procedures for this employee?**
   The opportunity for intensive assistance 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 by 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. Willful noncompliance or repeated activities related to a defiant attitude unbecoming to a certified employee. *Definition: Willful noncompliance is the refusal to follow USD 480 Board of Education policies or failure to follow administrative directives.*
   2. Inefficiency or the refusal to perform assigned duties related to the job assignment.
   3. 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. *Last Modified: 2020*

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, by the Superintendent, or their designee, or by the Director of Human Resources. If such an 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 or their designee, 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. Willful noncompliance attitude. *Definition: Willful noncompliance is the refusal to follow USD 480 Board of Education policies or failure to follow administrative directives.*
    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 congenially 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. *Modified: 2025*

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.

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 requests 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. *Last Modified: 2020*

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 6)***

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: LUNCH TIME DUTY/ 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 request a certified employee to serve duty at the substitute pay

rate, 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: 2025*

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. Assigned stations include common areas, libraries, and gymnasiums. 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. *Last Modified: 2022*

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.

C A certified employee who decides to resign may request a waiver from the Board of Education to waive liquidated damages. *Modified: 2021*

ARTICLE XIII: LICENSE EXPIRATION

Professional staff are 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.

USD 480 Years of Service*	Amount
5 to 9	$1,500
10 to 14	$2,000
15 to 19	$2,500
20+	$3,000

*Years of most recent consecutive service

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 (two) Board of Education members. *Modified: 2016*

Section B: Insurance Committee

An insurance committee consisting of six (6) members shall 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. IBB will meet in April to discuss health benefit options for the next plan year. *Modified: 2023*

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. The committee can add additional certified staff to represent unique employee groups. 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.

Section D: Calendar Committee

The makeup of the calendar committee is as follows:

- The Superintendent or their designee (Chair)
- A representative from each school building
- A representative from the athletic/activities department
- An elementary and secondary administrator
- Two board of education members

Membership does not change unless a member no longer wants to serve or leaves the district. New building members are selected by the Superintendent or his/her designee with input from the head building principal. *Modified: 2025*

Section E: Professional Development Council (PDC)

The makeup of the professional development council is as follows:

- One certified staff member from each PreK/elementary and middle school
- Two certified staff members from the high school
- Four administrators (normally one district and three building level)

The professional development council representatives are chosen by the building administrator and/or the building staff. The chair of the PD Council is the district administrator. A vice chair and a secretary are elected annually. One Board of Education member may serve at the discretion of the board.

Membership is on a rotational basis so continuity is maintained. Terms are no less than one year and not more than three years. Members may not serve more than two consecutive terms. *Modified: 2021*

ARTICLE XVI: Nonrenewal of Certified Employee Employment Contracts

Section A: Three (3) Years of Continuous Employment

The employment contract of any certified employee who has not completed three (3) 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. *Modified: 2023*

Section B: More than Three (3) Years of Continuous Employment

The employment contract of any certified employee who has completed three (3) consecutive years of employment with the district may be nonrenewed only in compliance with the following procedure.
Modified: 2023

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 Article XV shall mean the Director of Human Resources, the Superintendent or their designee, and a third member selected by the Superintendent and Director of Human Resources. LNEA will be notified of the third member. *Last Modified: 2022*

Certified employee: The term "Certified Employee" is an 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, counselors, social workers, librarians, nurses, athletic trainer, physical therapists, occupational therapists, audiologist, psychologists, speech therapist, and vision specialist) but shall not include 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 the 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 (15) 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_____

Appendix B: Weekly Plan and Pulled Time Structure

Weekly Plan Time Structure		
	Elementary and High School	Middle School
5 day week	300 mins	250 mins
4 day week	240 mins	200 mins
3 day week	180 mins	150 mins
2 day week	120 mins	100 mins

Weekly Pulled Time Structure		
	Elementary and High School	Middle School
5 day week	60 mins	50 mins
4 day week	45 mins	40 mins
3 day week	30 mins	0 mins
2 day week	0 mins	0 mins

Modified: 2025